Agenda
Regular Meeting and Public Hearing and Meeting of the Leasing Corp
Updated October 18, 2024

October 22, 2024
School Board of Manatee County
Regular Board Meeting - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION

4. COLOR GUARD | Lakewood Ranch High School

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF THE AGENDA

1. Approval of the Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the August 30, 2024 School Board Exempt Shade Meeting and Workshop, September 10, 2024 School Board Meeting and Public Hearing, September 13, 2024 School Board Workshop, and September 24, 2024 School Board Regular Meeting

8. RECOGNITIONS

1. Derek Hernandez
2. Edward Jones Donation - Translate Live
3. Hurricane Shelter Staff

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. REPORTS AND PRESENTATIONS

1. Florida Department of Transportation Bradenton-Palmetto Connector - updated October 4, 2024

11. CONSENT ITEMS

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
3. Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)
4. Approval to Accept and Expend the 2024-2025 Manatee County Government Student Driver Education Program Grant, and Approve the Interlocal Agreement with Manatee County Government in the Amount of $180,708.00 (Incoming State Grant Funds)
5. Approval for the 2024 Public Charter Schools Program (CSP) Grant Project Application, with an Anticipated Effective Timeframe of October 2024 Through September 2026, in the Amount of $899,999.32 for Florida High School for Accelerated Learning - Manatee, Inc., Also Known as Bradenton Bay High School (Incoming State Grant Funds)
6. Approval of the 2024-2025 School Improvement Plans (No Financial Impact)
7. Approval of the New Affiliation Agreement Between The City University of New York Brooklyn College and the School District of Manatee County for University Students Pursuing Degrees in Education to Fulfill Student Teaching Requirements (No Financial Impact)

8. Approval to Purchase University of Florida Lastinger Center Programs and Services, SDMC No. 25-0083-BS, Estimated in the Amount of $500,000.00 (Strauss Grant Funds) - updated October 4, 2024

9. Approval of the Fourth Amendment to the Ground Lease Between the City of Bradenton and the School Board of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility, in the Amount of $10.00 Per Year (No Financial Impact)

10. Approval of Memorandum of Lease Between the City of Bradenton and the School Board of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility (No Financial Impact)

11. Approval of the Artisan Lakes Elementary School and the Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Harvard Jolly, Inc, In the Amount of $5,379,650.00 (Capital Funds)

12. Approval of Countywide Bleacher Inspections with Summary Deficiency Rankings Manatee County School District - Agreement Between Owner and Rimkus Consulting Group, Inc. in the total amount of $62,476.00 (Capital Funds)

13. Approval of Media Center Renovations - Change Order 6 Final - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Decrease in the Amount of $103,517.10 (Capital Funds)

14. Approval of Lakewood Ranch High School Roof Replacement - Substantial Completion (No Financial Impact)

15. Approval of North County Middle School - Permanent Utility Easement 30' (No Financial Impact)

16. Approval of Request to Declare Surplus and Demolish Portable 283, at a Cost of $25,510.00 (Capital Funds)

17. Approval of Request to Declare Surplus and Demolish Portables 168 and 280 (No Financial Impact)

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

19. Approval of the 2024-2025 District Best Practices Assessment and School Security Risk Assessment Reports (No Financial Impact)

20. Approval to Purchase CENTEGIX Crisis Alert and Contact Alert Upgrade, Products, and Services, SDMC No. 22-0035-RG, Estimated in the Amount of $425,000.00 (Multiple Funding Sources)

21. Ratification of Facilities Usage Agreement With Manatee County Government (No Financial Impact)

22. Approval of the Agreement Between the School Board of Manatee County and BayCare Health System, Inc. for Clinical Experience for Students and Programs at Manatee Technical College (MTC) for the 2024-2027 School Years (No Financial Impact)

23. Approval to Apply, Accept and Expend the 2024-2025 LINE Funds in the Amount of $5,000.00 (Incoming State Grant Funds)

24. Approval of the Charitable Contribution Agreement with Florida Power and Light, and Acceptance of a One-Time Only Charitable Contribution of Electrathon America Electrical Vehicle Kit and Teacher Stipend for the 2024-2025 School Year with a Total Estimated Value of $8,500.00 (Incoming Donation)

12. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13. PUBLIC HEARING

1. Public Hearing for Consideration to Adopt and Amend School Board Policies
2. Approval to Adopt and Amend School Board Policies
3. Public Hearing for Consideration to Adopt and Amend School Board Policies
4. Approval to Adopt and Amend School Board Policies

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Naming of East County K-8 School
2. Approval of the Budget Amendments for July and August 2024
3. Approval of Resolution No. 2024-004 Authorizing Issuance of Certificates of Participation, Series 2025A (the "Series 2025A Certificates") (Capital Funds) - Updated 10-18-2024

15. Open the Meeting of the Manatee Leasing Corp

16. New Business of the Manatee Leasing Corporation

1. Approval of Corporate Resolution No. 2024-005 Authorizing Issuance of Certificates of Participation, Series 2025A, (the "Series 2025A Certificates") (Capital Funds) - Updated 10-18-2024

17. Close the Business of the Leasing Corporation

18. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Discussion Regarding the Appointment of Citizen Financial Oversight Committee (CFOC) Member
2. Approval of Travel Expense Associated with the School Board Members' Attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, November 7-8, 2024, at the Zota Beach Resort, Longboat Key, FL, Not to Exceed $2000.00 (General Fund)

19. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through August 31, 2024
2. Year-to-Date Charter School Financial Statement Summary Through August 31, 2024
3. School Safety Requirements and Monitoring Reports - 2024-2025 Quarter 1 (No Financial Impact)
4. Hurricane Debby Reimbursement FEMA Sub-Grant DR-4806-FL (Anticipated Incoming Grant Funds)

20. CONTINUED PUBLIC COMMENT (IF NECESSARY)

21. UPDATES

A. Instruction Update - Derek Jensen
B. Operations Update - Joseph Ranaldi
C. Legal Update - Stephen Dye, Kevin Pendley

22. SUPERINTENDENT REMARKS

23. BOARD COMMENTS

24. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

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

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

Agenda amended on Friday October 18, 2024 to **update** New Business (Non-Consent Items) attachment, *2024-004 - SDMC Resolution - Certificate Resolution with Exhibits.*

Agenda amended on Friday October 18, 2024, to **update** New Business of the Leasing Corporation attachment, *2024-2025 - SDMC Corporate Resolution with Exhibits.*

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

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

Recommendation
The Superintendent recommends the approval of the agenda amendments.

Financial Impact
No financial Impact

Contact
Submitting Department: School Board

AGENDA ITEM NO. 7.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the August 30, 2024 School Board Exempt Shade Meeting and Workshop, September 10, 2024 School Board Meeting and Public Hearing, September 13, 2024 School Board Workshop, and September 24, 2024 School Board Regular Meeting

Executive Summary
Approval of the Minutes of the August 30, 2024 School Board Exempt Shade Meeting and Workshop, and September 10, 2024 School Board Meeting and Public Hearing, September 13, 2024 School Board Workshop, and September ~~29~~ 24, 2024 School Board Regular Meeting. (updated 10/25 to fix a scriveners error.)

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

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

Recommendation
The Superintendent recommends the approval of the minutes of the August 30, 2024 School Board Exempt Shade Meeting and Workshop, September 10, 2024 School Board Meeting and Public Hearing, September 13, 2024 School Board Workshop, and September ~~29~~ 24, 2024 School Board Regular Meeting.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
August 30, 2024 Exempt Shade Meeting and Workshop Minutes
September 10, 2024 School Board Meeting and Public Hearing Minutes
September 13, 2024 School Board Workshop Minutes
September 24, 2024 School Board Meeting Minutes

Minutes

August 30, 2024
Exempt Shade Meetings and 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
Jason C Wysong, Superintendent Joseph Ranaldi, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Chad Choate, Chairman Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, School Board Attorney	Present

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

IV) PUBLIC COMMENTS
There was no request for Public Comment.

II) EXEMPT SHADE MEETINGS

1. Exempt Shade Meeting

Minutes: Chair Choate closed the Workshop to the public at 9:03 AM to open the Shade Session and noted that the purpose of the meeting was for the Board to discuss safety and security. Chair Choate asked everyone not included on the publicly noticed list to stay in the board room while the members listed move to the Shade Session in Room 203.

Pursuant to section 281.301 and 286.0113, and 286.011 of the Florida Statutes, the Shade Meeting is closed to the public. Attendees of the exempt Safety and Security Shade Meeting were School Board Members Richard Tatem, Cindy Spray, Gina Messenger, Chad Choate III, and Mary Foreman; Dr. Jason Wysong Superintendent of Manatee County Schools; Stephen Dye, School Board Attorney; Joseph Ranaldi, Deputy Superintendent of Operations; Derek Jensen, Deputy Superintendent of Instruction; Rachel Sellers, Deputy Superintendent of Business Services; Paul Damico, Chief of Safety and Security; Patrick Bartholomew, Director of Safety and Security; Thomas Cessar, Lead Guardian, and *Real Time Court Reporters*, Stenographer.

Following the exempt Shade Meeting, the School Board reconvened in public to close the Shade Meeting and convene the regularly scheduled School Board Workshop.

Chair Choate closed the Shade Meeting and opened the Workshop to the public at approximately 10:33 AM in the school Board Room. The Board recognized the retirement of Nancy Schwanemann for her 35.9 years of service to the District and thanked her for years of dedication.

III) WORKSHOP

1. 2024-2025 School Improvement Update

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, introduced the following team: Ms. Kaththea Johnson, Executive Director of School Improvement and Leadership Development, Dr. Stephanie Callaway, Executive Director of Elementary Education, Principal Marla Massi-Blackmore, and Principal Samantha Webb.

Mr. Jensen provided an overview of the District steps regarding school improvement and turned the presentation over to the team. The report consisted of the following:

- 2023-2024 SDMC District Grade
- School Grades
- School Grade Celebrations
- Targeted Schools for Support
- FLDOE Bureau of School Improvement Oversight
- School Improvement Planning
- School Improvement Plan (SIP)
- UniSIG
- Florida Statute 1001.42(21)
- Programs and Strategies to Improve Student Performance
- Leveraging Resources
- Transformational Leaders
    - Principal Marla Massi-Blackmore, James Tillman Elementary School
    - Principal Samantha Webb, Florine J. Able Elementary School

The Board asked questions and held discussion throughout the presentation.

2. Workshop School Board Policies, Including New Board Policies

On August 27, 2024 the School Board approved advertising and public input on changes proposed to District policy; as part of the approval process, Mr. Kevin Chapman, Executive Director of Administration, presented the policies for amendment, and opened discussion requested by Board Members.

The following policies were included:

Bylaw 0131 Legislative/Policymaking
Policy 1210 Standards of Ethical Conduct
Policy 1410 Administrative Salary
Policy 3410 Compensation
Policy 2271 Articulation and Access to Florida College System Institutions
Policy 2340 Field and Other District Sponsored Trips
Policy 2370.01 Virtual Instruction
Policy 2371 HOPE Scholarships
Policy 2260 Nondiscrimination and Access to Equal Educational Opportunity
Policy 2440 Summer Programs
Policy 2460 Exceptional Student Education

Policy 3120.03 Athletic Coaches
Policy 3120.08 Part-Time Extra Curricular Personnel
Policy 4120.03 Athletic Coaches
Policy 4120.08 Part-Time Extra-Curricular Personnel
Policy 3130 Appointment, Assignment, Transfer and Promotion of Instructional Staff
Policy 5120 Assignment Within District (Revised)
Policy 5120.01 Designated Residential Attendance Zones (New)
Policy 5120.02 Rezoning of Designated Residential Attendance Zones (New)
Policy 5120.03 School Choice Program (New)
Policy 6110 Grant Fund
Policy 6210 Fiscal Planning
Policy 6320 Purchasing and Contracting for Commodities and Contractual Services
Policy 7100 Facilities Planning
Policy 8310 Public Records
Policy 8406 Reports of Suspicious Activity and Potential Threats to Schools
Policy 8407 Safe School Officers
Policy 8415 Emergency and Crisis Management
Policy 8420 Emergency Management, Emergency Preparedness, and Emergency Response Agencies
Policy 9211 Parent Organizations, Booster Clubs, and other Outside Support Organizations
Policy 9800 Charter Schools

After Board Member Messenger requested clarification of Policy 1210, Standards of Ethical Conduct, Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided information regarding the annual evaluation process to review current books in classrooms and libraries. Mr. Jensen noted the difference between a teacher, librarian or principal cycling/weeding their book inventory, versus the formal challenge process the state has set that regards removal of a book.

Superintendent Wysong provided additional information regarding context of the statutory update. Mr. Stephen Dye, School Board Attorney, provided legal input regarding the context of the topic and stated that while clarification by the state would be helpful, the policy does not appear to intend to inhibit the normal evaluation process teachers use when deciding what items to have in the classroom. Mr. Chapman noted that final wording of the policy would be confirmed by Board Legal Counsel.

Board Member Foreman requested clarification regarding language in Policy 2260.

Board Member Tatem requested clarification regarding language included in Policy 8415 Emergency and Crisis Management. Mr. Dye provided clarification regarding the changes to the policy, and access to facilities during an emergency.

Board Member Foreman requested clarification regarding the update to 2340 Field Trip Policy. Additional information was provided by Mr. Jensen. After an option posed by Board Member Tatem, Superintendent Wysong held discussion with the Board regarding travel being approved by the Board versus advisement of trips to the Board.

Chair Choate called a brief recess at 12:45 PM and reconvened the meeting 1:01 PM.

Mr. Chapman provided an overview of the changes requested regarding Policy 6110-Grant Funds and Policy 6320-Purchasing Policy. Additional information was provided by Superintendent Wysong.

Vice-Chair Spray spoke regarding current language when writing purchasing contracts. The Board held discussion.

The consensus of the Board was to keep the current language for contracts to include the term "estimated in the amount of" to allow flexibility within the District.

The consensus of the Board was to approve the increased signing authority of the Superintendent to $99,999.99, the Deputy Superintendent to $49,999.99, and the Director of Purchasing to $24,999.99.

The Board consensus was that the Board be advised of Incoming Grants over the amount of $50,000.00.

Mr. Chapman moved to the next set of policies and stated that the suggestion is for the board to split Policy 5120 into separate policies. The policies discussed were:

Policy 5120 Assignment Within District (Revised)
Policy 5120.01 Designated Residential Attendance Zones (New)
Policy 5120.02 Rezoning of Designated Residential Attendance Zones (New)
Policy 5120.03 School Choice Program (New)

The Board engaged in discussions and posed questions concerning policies 5120.01, 5120.02, and 5120.03. Superintendent Wysong provided insights into the proposed procedures for revising the residential zone. Board Member Messenger highlighted that the suggested changes would offer multiple opportunities for public input; Chair Choate concurred, emphasizing that increased opportunities for feedback would enhance the process.

Superintendent Wysong noted that due to the substantive revisions requested by the Board, Policies 6110 and the 5120-series would be republished for permission to advertise during the September 10 Board Meeting. Subsequently, to acquire public input and schedule a public hearing, the policies will be scheduled to come back before the Board for discussion during the September 13, 2024, Workshop.

Chair Choate called for a recess at 3:04 PM and reconvened the Workshop at 3:11 PM.

3. Board Discussion of Legislative Priorities for the Greater Florida Consortium of School Boards (GFCSB)

Chair Choate began the conversation regarding the creation of a list for the Greater Florida Consortium of School Boards (GFCSB). Board Member Foreman referenced the GFCSB priority list sent July 17, 2024, to members. Copies were passed out for Board Members' reference.

The Board held discussion regarding last year's list of GFCSB priorities and discussed the legislative priorities proposal form. The Board discussed their position regarding the importance of state-funded mandates, which was presented as a top priority. Also, a priority of the SDMC Board, were items regarding pre-kindergarten, extending the millage from 4 years, as well as issues regarding litigation arising from the growth of Charter Schools.

After discussion, Board Member Foreman noted she would create a list using the Consortium forms for approval at the next board meeting using the Board input. Staff was instructed to put this item on the next Board Meeting for a Board vote.

4. Review of Citizen Financial Oversight Committee (CFOC) and Audit Committee Charters

Chair Choate stated a brief introduction to the item for discussion and noted the reminder that attached were proposed changes that the Board requested. Mr. Stephen Dye, School Board Attorney, provided the overview on the two choices of proposed changes to the CFOC and the Audit Committee Charters. Mr. Dye outlined the difference between the proposals.

The primary amendment of the Audit Committee Charter addressed the decision to have a member of the CFOC on the Auditor Selection Committee, as well as if that member must have the same qualifications as Audit Committee Members.

An overview of the proposed changes to the CFOC Charter were provided by Mr. Stephen Dye. Included in the changes were the addition of a member to the Auditor Selection Committee, a change to the Committee membership requirements, as well as a clarified due date for the annual report.

The Board held discussion and asked questions.

It was requested that the amended charters be added to the September 10, 2024, Meeting.

V) ADJOURNMENT

Chair Choate adjourned the Workshop at 3:43PM.

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Chad Choate III
Chairman

NOTICE

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

Minutes

September 10, 2024

Special Meeting and Public Hearing - 5:05 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Minutes: Chair Choate called the Meeting to order at 5:05 PM.

2) INVOCATION

Minutes: The invocation was given by Dr. Linda Francis

3) PLEDGE OF ALLEGIANCE

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

4) APPROVAL OF THE AGENDA

4.a Agenda Amendment

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

Agenda amended on Friday September 6, 2024 to **add** Presentation to Reports and Presentation item *Palma Sola Design Development Update - updated 9.6.2024.*

Agenda amended on Friday September 6, 2024 to **update** attachment to Consent Item *Approval of the Appointments Change of Assignments, Promotions, Reappointments, Reassignments, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) Updated 6 September 2024.*

Agenda amended on Monday September 9, 2024 to **update** Consent Agenda attachment *SDMC and County Review Longboat Key Agrmt.*

Agenda amended on Monday September 9, 2024 to **update** a scriveners error on Public Hearing attachment *Resolution 2024-010 - ESE524 - updated 9.9.2024.*

5) APPROVAL OF THE AGENDA

5.1 Motion to Approve the Minutes of the August 6, 2024, School Board Meeting

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

6) APPROVAL OF MINUTES

6.1 Motion to Approve the Minutes of the School Board Meeting Dated August 6, 2024

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

7) RECOGNITIONS

7.1 Manatee Education Foundation

Mr. Barber introduced Mrs. Mary Glass who introduced the following members of the Manatee Education Foundation (MEF):
Mr. Brando Fetzek, MEF Chair
Mr. Ross Hodges
Stu Henderson
Zachary McClary
TJ Kornett
Linda Agresta
Chair Choate
Superintendent Wysong
Kevin Chapman
Alisha Waterson, Office Administrator
Susan DeWitt, Events Coordinator
Jeramiah Bowman, Director of Educational Programs

Mrs. Glass provided the Board with a breakdown of the total donations for the last year and stated that the Foundation donated a total of $1,368,627.00 to the School District of Manatee County during the 2023-2024 school year. Mrs. Glass provided an overview of the Foundation partnerships as well as the available opportunities to the District. It was noted that the deadline for teacher impact grants will be September 30th and there are multiple grant allocation amounts. Chair Choate requested clarification of the process to apply; Mrs. Glass provided the information.

Board Members thanked the Manatee Education Foundation and Mrs. Glass for the support of teachers and programs District wide.

8) REPORTS AND PRESENTATIONS

8.1 Palma Sola Design Development Update

Mr. Joseph Ranaldi, Deputy Superintendent of Operations, introduced the following District individuals:

- David Wildes, Construction Manager for School District of Manatee County
- Ken Zucars and Colin Derek, Architects of Record of the project
- Josh Tomlinson and Connor Cummings, CM partners on the project.

Mr. Wildes provided an overview of the Palma Sola Design project. The presentation of the Palma Sola Design Development included the following topics:

- Overview
- New Building Floor Plan
- Proposed Building Elevation
- Palma Sola Phases
- GMP #1: Partial Demolition, Utility Safe-off & Relocation, Kitchen Temp. Wall
- GMP #2 Civil / Sitework Package
- GMP #3 Building Construction (part 1 and part 2)
- Key Construction Dates
- Project Budget Overview

The Board asked questions and held discussion.

8.2 Presentation Regarding the 2024-2025 Final Millage Rates and Final Budget

Mrs. Rachel Sellers, Deputy Superintendent of Business Operations, introduced the budget team to the Board. Included were the following staff members: Gina Maliniak, Budget Director; Amy Allyn, Sr. Budget Analyst; Gabby Rullo, Budget Analyst; and Rozalyn Maida, Sr. Budget Analyst.

Ms. Sellers provided a presentation to the School Board. Included in the presentation were the following:

- FY 2024-2025 Final Milage and Budget Hearing
- Agenda
- Florida Education Finance Program (FEFP)
- Proposed Millage composition
    - Required Local Effort (RLE)
    - Discretionary Operating
    - Local Referendum (Additional voted millage)
    - Capital Outlay
- Comparison of Millage Rates and Revenues
- Millage Resolution
- Rolled Back Rate
- Millage Rate Trends
- State FEFP Funding and Required Local Effort (RLE) Revenue
- Final Millage – Average Impact on Real Property Taxpayer
- Final Millage – Average Impact on Single Family Residential Taxpayer with Save our Homes Program
- Final Budget – All Funds

Board Members asked questions and held discussion. Additional information regarding the presentation was provided by Budget Director Gina Maliniak. After a question posed by Vice-Chair Spray, it was stated

that the EDEP should be placed under the curriculum department whereas it was in a different place last Fiscal Year. Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided information regarding to budgeting in the case of instructional personnel.

Superintendent Wysong noted his thanks to the Budget Department noting their herculean effort to support the District.

Mr. Joseph Ranaldi, Deputy Superintendent of Operations, provided the following updates:

- General Fund Tentative to Final Budget Significant Changes
- Update of Proposed Five Year Capital Plan 2025-2029
- Five Year Capital Plan 2025-2029
    - Scheduled New Construction Projects in 2024-2025 Capital Budget

Mr. Ranaldi provided information regarding all changes that were made since the tentative budget had been approved. Board Members asked questions and held discussion throughout the presentation.

9) GENERAL PUBLIC COMMENTS AND RESPONSES (UP TO 60 MINUTES)

Minutes: Public Comment as follows:

1. Shirley Groover Bryant
2. Marianne Barnebey
3. Dwight Walton

Chair Choate recessed the meeting at 6:39 PM and reconvened at 6:50 PM.

10) CONSENT ITEMS

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

11) PUBLIC HEARING

11.1 Public Hearing to adopt the 2024-2025 Final Millage and Final Budget – Resolution numbers included are 2024-008 and Resolution 2024-009 (No Recommendation)

Minutes: Chair Choate closed the Regular Meeting to open the Public Hearing at 6:52 PM.

There were no requests for Public Comment.

Chair Choate closed the Public Hearing and reconvened the Special School Board Meeting at 6:52 PM.

11.2. Approval to Adopt the 2024-2025 Final Millage Rates approve Required Local Effort millage for the fiscal year 2024-25 of 3.051 mills.

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

11.2a Motion to Approve Discretionary Operating Millage for the Fiscal year 2024-25 of 0.748 mills

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

11.2b Motion and Approve Additional Operating (Voted Levy) Millage for the Fiscal Year 2024-25 of 1.0 mill

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

Board Member Spray explained that the vote on the 1.0 mill represents the conclusion of six months of workshops and meetings, with this vote being the ultimate step.

11.2c Motion to Approve Local Capital Outlay Final Millage for the Fiscal Year 2024-25 of 1.5 mills

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

11.2d Motion and Approve Resolution 2024-008 Adopting the Fiscal year 2024-25 total millage of 6.299 mills

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

Chair Choate thanked the Budget team for the work to complete the final millages and budget.

11.3 Motion to approve Resolution 2024-009 adopting the fiscal year 2024-25 Final Budget in the Amount of $1,594,306,046.00

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

12) NEW BUSINESS (Discussion Items Pulled from Consent)

13) NEW BUSINESS (Non-Consent Items)

13.1 Approval of the Annual Financial Report and All Official Parts Thereof for the Fiscal Year End June 30, 2024

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

Ms. Sellers provided information regarding the Annual Financial Report.

13.2 Motion to Approve Budget Amendments for June 2024

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

Ms. Sellers provided information related to the year-end transactions.

13.3 Motion to Approve a New Job Description and Position of Teacher Assistant - Project EDGE (MTC) (Funded by the Florida Postsecondary Comprehensive Transition Program Initial and Continuing Grant)

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

Superintendent Wysong provided information regarding the last of three job positions for Project EDGE at Manatee Technical College. It was noted the position is fully funded by the grant.

13.4 Approval of Advertising a Notice of Intent to Amend School Board Policies, Including New Board Policies, and Setting a Public Hearing at the Board Meeting on October 22, 2024

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

Superintendent Wysong explained the update to policy 6110 Grants, and the 5120 Series policies related to student assignment and enrollment.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1 Motion of Amended Request for the Approval of Travel Expenses Associated with the School Board Member's Attendance at the Greater Florida Consortium of School Boards Meeting August 16-18, 2024, at the Zota Beach Resort, Longboat Key, Fl, Not to Exceed $1,250.00

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

14.2 Approval of Legislative Priority List for the Greater Florida Consortium of School Boards

Board Member Foreman noted that the past workshop addressed the topic and created a tentative list. The Board held discussion regarding the list to submit to the Greater Florida Consortium of School Boards.

14.2a Motion to Approve and Submit the Legislative Priority List as Discussed by School Board

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

14.3 Motion to Approve the Resignation of Citizen Financial Oversight Committee Member

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

14.4 Motion to Approve the Updates to the Citizens Financial Oversight Committee Charter (No Financial Impact)

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

Chair Choate noted the updates to the charter were discussed at the workshop on August 30, 2024.

14.5 Motion to Approve the Audit Committee Charter (No Financial Impact)

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

Chair Choate noted the updates to the charter were discussed at the workshop on August 30, 2024.

14.6 Board Discussion and Selection of Citizen Financial Oversight Committee (CFOC) Member to Auditor Selection Committee

Board Member Foreman noted her request for the Board to choose the member from the CFOC who will participate on the Auditor Selection Committee. Mrs. Spray noted an option would be CFOC Member Holly Johnson. Board Member Foreman seconded the idea of requesting Ms. Johnson. Chair Choate noted he would like to request the CFOC to make a recommendation. Board Member Foreman pointed out that the CFOC does not meet again for approximately two months and the Auditor Selection will already be well underway.

14.6a Motion to Nominate Ms. Holly Johnson to the Auditor Selection Committee

RESULT:	**[No-Vote]**
MOVER:	Cindy Spray
SECONDER:	Mary Foreman
AYES:	

Board Member Messenger stated that the process does need to get started, so to expedite the procedure in case the nomination is turned down, the Board could nominate a first selection as well as an alternate.

14.6b Motion to Amend Motion to Nominate Ms. Holly Johnson to Serve on the Auditor Selection Committee, and Request Eric D'Silvestro as the Alternate Nomination

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

Board Member Tatem noted that due to an item being incorrect, he would like to reconsider new business item 14.1.

14.7 (Added) Motion to Reconsider Approved New Business (No Superintendent Recommendation) item number 14.1 to Correct the Cost and Dates of Travel

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

Board Member Tatem noted the date and 'not to exceed amount' on New Business number 14.1 was incorrect. Although it had been approved, it was the request of the Board to amend the approval to allow for the correct cost and dates of the travel. The amended motion follows:

14.7a (Amended 14.1) Motion for the Approval of Travel Expenses Associated with the School Board Member's Attendance at the Greater Florida Consortium of School Boards Meeting September 26-27, 2024 at the Zota Beach Resort, Longboat Key, Fl, Not to Exceed $1700.00

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

15) INFORMATION ONLY

15.1 Quarterly ESSER Report for Period ending June 30, 2024

15.2 Year To Date Charter School Financial Statement Summary

16) CCONTINUED PUBLIC COMMENT

17) UPDATES

17.1 Instructional Updates

Mr. Derek Jensen provided an update on the following:

- STAR/FAST Testing – results upcoming
- Hispanic Heritage Month
- 9/11 Heroes Day
- State Resiliency Standards

- ACT/College/MTC update

Mr. Joseph Ranaldi provided an update on the following:
- Transportation
- Human Resources
- IT Site Support updates
- IT Systems and Programing – Business Systems
- Food and Nutrition

Mr. Stephen Dye provided an update on the following:
- Noted that updates have been sent to the board as they arise
- Noted has been acting General Counsel for the District

18) Superintendent remarks

Superintendent Wysong provided an update on the following:

- Thanked the Board for approval of the 28 item consent agenda to include the following highlighted items:
    - $5.3 million in accepted grant funding
    - IT approval for Apptegy program
    - Upcoming student travel
- Superintendent Wysong noted the District is seeking nominations to name the East K-8 school.
- Noted upcoming topics scheduled for discussion during the September 13, 2024, Board Workshop.
- Superintendent Wysong expressed appreciation for the continued support of Gettel Automotive and noted the presentation of funds at Parrish Community High School in support of the automotive program.
- The Superintendent updated the Board regarding recent dedications, ribbon cutting, and local school visits; and thanked Board Members for accompanying him when they were available.

19) Board Comments

Board Member Foreman provided comments to include updates from recent Audit Committee meeting, student safety, and need of discretionary millage for the continued success of District.

Board Member Messenger provided comments to express appreciation for the Board and staff for a productive and successful meeting.

Board Member Tatem provided comments to include informing the Board of recent school visits, his safety tips, and quoted the constitutional mandate for provisions to finance a high-quality public education.

Vice-Chair Spray provided an update on recent school visits, recent District employee retirements, and school safety. Mrs. Spray also thanked the finance department for the hard work during the budget season.

Vice Chair Spray noted the ongoing request for public input to name the new schools.

Chair Choate thanked budget department and staff for their hard work, and specifically thanked safety and security of the district for their dedication to the safety of the schools.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 8:16 PM.

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Chad Choate III
Chairman

NOTICE

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

Minutes
September 13, 2023
Board Workshop - 9:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

I) CALL TO ORDER

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

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

II) PUBLIC COMMENTS

There were no public comments.

III) WORKSHOP

1. Presentation on Certification of Participation 2025

Ms. Rachel Sellers, Deputy Superintendent of Business Services, introduced the following:

- Laura Howe, Financial Advisor, PFM
- Ritesh Patel, Bond Counsel, Nabors Giblin & Nickerson
- Tom Cai, Senior Underwriter, Bank of America

Ms. Howe and Mr. Patel, provided the Board a presentation regarding Debt Overview and the Certificates of Participation (COPs) Series 2025A. Included in the presentation were the following topics:

- Municipal Market Conditions
- Debt Service – COPS Summary
- Debt Service – Sales Tax Summary
- Refunding
- New Money Needed
    - Artisan Lakes Elementary School

    - Rye Ranch Elementary School
- 2025A COPs – 20 Year Final Maturity (Level Debt Service)
- 2025A COPs – 20 Year Final Maturity (Wrapped Debt Service)
- 2025A COPs – Summary
- 2025A COPs – Parameters

The Board asked questions and held discussion throughout the presentation.

2. Annual Investment Report Fiscal Year Ending June 30, 2024

Ms. Rachel Sellers, Deputy Superintendent of Business Services, introduced the following investment staff members from Deep Blue Investment Services:

- David Jang, Chairman Deep Blue Investment Advisors
- Dominick Cirisofaro, Director of Client Advisory Services
- John Scott, Client Advisory Associate

Included in the presentation were the following topics:

- Annual Portfolio Report July 1, 2023 - June 30, 2024
- Current Market Conditions
- Investment Summary
- Portfolio Statistics
- Characteristics
- Asset Allocation Compliance

The Board held discussion and asked questions.

Chair Choate called a brief recess at 9:49 AM and reconvened the Workshop at 10:00 AM.

3. Update on Enrollment and Future Schools

The following staff members presented information to the School Board:
- Superintendent Jason C. Wysong
- Derek Jensen, Deputy Superintendent Instructional Services
- Joseph Ranaldi, Deputy Superintendent of Operations
- Regi Goff, Interim Director of Construction Services
- Jamara Clark, Director of Office of Student Assignments
- Dr. Hayley Rio, Executive Principal Harvey Elementary School
- Todd Richardson, Executive Principal Gullett Elementary School
- Dr. Annette Codelia, Executive Director of Elementary Schools

Superintendent Wysong provided an overview of the multidepartment collaborative presentation. The Superintendent provided a special thanks to the following staff who provided critical information but did not present at the workshop; Ms. Darlene Black, Supervisor of Enrollment Projection, Mike Pendley, Executive Planner, the Deputy Superintendents and Mr. Kevin Chapman, Executive Director of Administration.

Following introduction and thanks, Superintendent Wysong provided information regarding the following topics:

- School Year 2024-2025 Enrollment Update
- Growing with the Community

The Board asked questions and held discussion regarding enrollment and community growth. District staff provided information and follow up as discussion unfolded. Superintendent Wysong introduced Mr. Jamara Clark, who presented the following topics:

- School Choice Update – Director Jamara Clark
    - Office of Student Assignment (OSA) Potential Next Steps
    - Marketing Schools: Tell our Story

Mr. Jamara Clark, Director of Student Enrollment, thanked his team at the District, and provided information to the Board regarding the office of Student Assignment (OSA). Mr. Clark noted the possibility of changing the name of the department, the possibility of multiple locations as well as additional programs to make available to parents and students of Manatee County. The Board asked questions and held discussion throughout the presentation. After a question posed by Board Member Mesenger, Mr. Clark noted that the district is considering holding education nights at the Manatee Technical College (MTC) for elementary, middle and high school grade levels, and noted additional marketing strategies being used by the Distritct.

- Construction Update – Interim Director Regi Goff
    - Blackburn Elementary School
    - Haile Middle School
    - Oneco Elementary School
    - Tara Elementary School

Mr. Regi Goff, Interim Director of Construction Services, provided an overview and update regarding the four above-mentioned current construction projects. The Board asked questions and held discussion throughout the presentation. Topics of discussion included budget, funding, schedule, and scope of work.

- New School Update East County K-8

Superintendent Wysong provided the background regarding the K-8 model of educational schools; and noted the articulation and transition of elementary to middle school on a single campus. The need for this new school campus is primarily based on the necessity to relieve overcrowding at Gullett Elementary School. Mr. Regi Goff provided the specific design and construction update related to the related project. The Board asked questions and held discussion regarding the construction plans.

- Getting Ready to Learn at East County K-8 – Executive Principal Todd Richardson
- East County K-8

Dr. Annette Codelia, Executive Director of Elementary Education, introduced Mr. Todd Richardson, Executive Principal of the East County K-8 and Gullett Elementary. Mr. Richardson provided a description and an update of the East County K-8 school as well as the overarching purpose of the school.

- Opening Plan
- Student Recruitment
- Initial Recruitment for Voluntary Reassignment

Superintendent Wysong provided the proposed opening plan for the East County K-8. The plan to accomplish a limited opening for the 2025-2026 school year is to offer 'founding family' seats to students residing within the Gullett attendance area who are also in geographic proximity to the East K-8 site.

The Board asked questions and held discussion. After a question posed by Vice-Chair Spray, Superintendent Wysong provided additional information regarding transportation of students attending the new schools.

Chair Choate called a recess at 12:06 PM and reconvened at 12:13 PM.

- New School Update: North County School
- Construction Update – North County School

Superintendent Wysong presented the concept of a two campus K-8 with Harvey and North County School and introduced Mr. Regi Goff to provide a construction update for the North County school, which included floor plans for the new construction. The Board asked questions and held collaborative discussion.

- Getting Ready to Learn at North County School
- Harvey: One School, Two Campuses
- North County School Opening Plan
    - Grade 4 & 5
    - Grade 6
- North County School Other Considerations

Dr. Annette Codelia introduced Dr. Hayley Rio, Executive Principal of Harvey Elementary School. Dr. Rio provided the proposed plan for opening the new school with the concept of *One School, Two Campuses* and noted that the school would continue the traditions that have been established within Barbara Harvey Elementary School.

Dr. Rio outlined the District's vision for new opportunities aimed at older students, including a proposed medical academy that will serve as a precursor to the Parrish Community High School's medical program. Furthermore, Dr. Rio highlighted the expansion and integration of the Harkness Pedagogy.

Superintendent Wysong expressed his gratitude to the instructional team for their vision and execution of the Barbara Harvey and extended campus projects. He then outlined the opening strategy for the North County School Campus, emphasizing that the new campus will achieve the alleviation of Barbara Harvey's capacity issues and reduce admissions to Buffalo Creek Middle School.

Superintendent Wysong stated that the Board would need to discuss the naming of the facility of the North County School. The Board held discussion regarding the facility naming. There was consensus to keep the Barbara Harvey name for the new facility with delineation of the two building sites in the future.

- New Schools 2025-2026 Next Steps

Superintendent provided a draft timeline of enrollment implementation to the Board. The Board held discussion and provided feedback to District Staff.

4. Discussion Regarding School Board Policies, To Include New Policies

Mr. Kevin Chapman, Execuive Director of Administration, provided information regarding the following policies and stated the policies are slated for the October 22nd Board Meeting for public hearing and approval.

- Policy 5120 Series
- Policy 6110

Mr. Chapman noted that all proposed changes to the policies has been reviewed during one-on-one briefings with each Board Member. After a brief discussion, the Chair noted the consensus of the Board was to accept all changes to the policies as advertised and allow the policies for the October 22, 2024, Board Meeting and Public Hearing.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 1:16AM.

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Chad Choate, III
Chairman

NOTICE

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

Minutes
September 24, 2024
Regular Meeting - 5:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

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

Chair Choate called the meeting to order at 5:00 PM.

2) READING OF THE DISTRICT'S VISION

The District Vision was recited by Board Member Spray.

3) COLOR GUARD

Color Guard was provided by Palmetto High School. Included in the presentation of colors were the following students and accompanied by Sergeant First Class Baez (Ret).

- Cadet Sergeant Major Felipe Sanchez,

- Cadet Captain Israel Lemus
- Cadet Captain Omar Hernandez
- Cadet First Lieutenant Skyler Campbell

4) INVOCATION

The invocation was provided by Dr. Luke Stockeland.

5) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

6) APPROVAL OF THE AGENDA

6.1 Motion to Approve the Agenda and Amendments

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

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

Agenda amended on Friday September 20, 2024, to **add** Presentation to Reports and Presentation Item *2024-2025 FAST Progress Monitoring 1 (PM1) Assessment Results.*

Agenda amended on Friday September 20, 2024, to **update** attachment to Consent Item *Approval of the Appointments Change of Assignments, Promotions, Reappointments, Reassignments, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) Updated 20 September 2024.*

Agenda amended on Friday September 20, 2024, to **update** attachment of New Business (Non-Consent) Agenda item *Approval of Resolution 2024-011 Authorizing a Section 1011.13 Florida Statutes Tax Anticipation Note (TAN), Series 2024 (General Fund)*.

7) APPROVAL OF MINUTES

7.1 Motion to Approve the Minutes of the August 27, 2024, School Board Meeting

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray

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

8) STUDENT CELEBRATIONS / RECOGNITIONS

8.1 Career Technical Student Organization (CTSO) National First Place Winners

Mr. Mike Barber, Director of Communications and Family & Community Engagement, introduced Dr. Paul Gansemer, Executive Director of Adult and Career Education. Dr. Gansemer presented to the Board the following students, who placed first in the national competitions of Technology Students Association and SkillsUSA.

Technology Student Association (TSA):
From R. Dan Nolan Middle School
Video Game Design: Max Alpert, Harison Kennedy and Colton McGill.

Also in attendance were Mr. Carl Auckerman, Principal; and Ms. Dominique Bagunu, Advisor.

From Braden River High School
Animatronics: Kyler Wade, Syria Boggavarapu, and Chai Kurakula.
Board Game Design: Kyra Wright, Riley Harris, Moksha Pitchala, Jayson Eggleston, Avya Culp and Sriya Boggavarapu.

Also in attendance were Mr. Wendel Butler, Principal, and Mr. TJ Leahy, Advisor.

SkillsUSA:
From Manatee Technical College
Television (Video) Production: Ricardo Campbell and Alejandro Hernandez-Cedillo.

Also in attendance were Mr. Doug Wagner, Director of MTC; Ms. Abby Toole-Plummer, Advisor; and Assistant Director, Ms. Kelly Kennedy.

8.2 Attendance Awareness

Mr. Mike Barber introduced Ms. Beth Duda from The Patterson Foundation's Suncoast Campaign for Grade Level Reading. Ms. Duda provided a presentation regarding the key initiative for the Suncoast Campaign for Grade Level Reading to the Board. Included in the presentation were the following topics:

- Background
- Key Partners
- Attendance
- Tiers of Intervention (Tier 1, Tier 2 and Tier 3)
- Attendance awareness Poster Contest

8.3. Hispanic Heritage Month

Mr. Mike Barber, Director of Communications and Family & Community Engagement, introduced Ms. Debra Estes, Director of ESOL, Migrant and Dual Language Programs.

Hispanic Heritage Month (September 15 – October 15) is set aside to recognize the contributions, history and culture of Hispanic and Latino Americans to the United States of America, and to the world. Hispanic Heritage Month is a welcome celebration in Manatee County School District Schools as approximately 41 percent of District students are of Hispanic or Latino heritage.

Also in attendance were the following students:

- Bayshore High –Carlos Fabian Mato-Pedrosa
- Braden River High –Isai Palacios-Alejandre
- Lakewood Ranch High –Alexia Jaime
- Manatee High –Ashley Cholette
- Palmetto High –Isabella Pena
- Parrish Community High School –Mateo Peralta Cancino

Board Member Foreman read the Hispanic Heritage Proclamation in English. Ms. Goyer Keser read the Hispanic Heritage Proclamation in Spanish.

9) PUBLIC COMMENTS (UP TO 30 MINUTES)

The following members of the public provided comment:

1. Virginia A. McCallum
2. Madge Potts-Williams
3. Ardella Danielle Jonesa
4. Jaquelyn McNeil
5. Diana Lanier Smith

10) REPORTS AND PRESENTATIONS

10.1 2024-2025 FAST Progress Monitoring 1 (PM1) Assessment Results

Mr. Jensen, Deputy Superintendent of Instruction, provided a presentation regarding the District results for PM1 English Language Assessment (ELA) and PM1 Math data. Mr. Jensen introduced Mr. Evan McCarthy, Director of Research & Assessment, Accountability and Research. Mr. McCarthy and his team provides the data for District as well as an integral part of the District presentations.

Included in the presentation were the following topics:

- Computer Adaptive Testing
- Parent Guide: Understanding FAST and B.E.S.T Report for Families
- Family Portal
- FAST Progress Monitoring: Parent Reports
- School Grade Components 2024-2025
- SDMC PM1 ELA/Reading Results (Grades K-2, 3-5th, 6-8th, 9-10th)
- Focus on Literacy
- SDMC Instructional Priorities
- SDMC Middle School Math Progression
- SDMC Mathematics Progression
- SDMC Most Accelerated Math Progression
- SDMC PM1 Above Grade Level Testing in Accelerated Math
- SDMC PM1 Accelerated Math Results
- SDMC PM1 Math Results (K-2nd, 3-5th, 6-8th)
- Focus on Math

The Board asked questions and held discussion throughout the presentation. Additional information regarding school-based testing locations were provided by Mr. Evan McCarthy.

11) Consent Items

11.1 Motion to Approve Consent Agenda Items

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) - updated 9.20.2024
2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
3. Approval to Apply, Accept, and Expend the Computer Science Teacher Certification Grant in the amount of $165,942.00 (Incoming State Grant Funds)
4. Approval to Apply, Accept, and Expend Amendment 1 of the Supplemental School Improvement Grant (SSIG) in the amount of $731,241.60 (Incoming Federal Grant Funds)

5. Approval to Accept and Expend the 2024-2025 Adult Education Grant Roll Forward Increase for Adult General Education in the Amount of $124,590.00 (Incoming State Grant Funds)

6. Approval to Accept and Expend the 2024-2025 Adult Education Grant Roll Forward Increase for Integrated English Literacy and Civics Education in the Amount of $22,077.00 (Incoming State Grant Funds)

7. Approval of the Agreement Between the School Board of Manatee County and Sarasota Doctors Hospital, Inc. for Clinical Experience for Manatee Technical College (MTC) Surgical Technology, Pharmacy Technician, Central Sterile Processing, Phlebotomy, Medical Coder Biller, Practical Nursing, Medical Assisting, and Patient Care Technician Students for the 2024-2027 School Years (No Financial Impact)

8. Approval of the Agreement Between the School Board of Manatee County and Galencare, Inc. d/b/a HCA Florida Brandon Hospital for Clinical Experience for ManateeTechnical College (MTC) Surgical Technology, Pharmacy Technician and Central Sterile Processing Students for the 2024-2027 School Years (No Financial Impact)

9. Approval of the Agreement Between the School Board of Manatee County and West Florida-TCH, LLC d/b/a HCA Florida West Tampa Hospital for Clinical Experience for Manatee Technical College (MTC) Surgical Technology, Pharmacy Technician and Central Sterile Processing students for the 2024-2027 School Years (No Financial Impact)

10. Approval of the Agreement Between the School Board of Manatee County and Galencare, Inc. d/b/a HCA Florida Northside Hospital for Clinical Experience for Manatee Technical College (MTC) Surgical Technology, Pharmacy Technician and Central Sterile Processing Students for the 2024-2027 School Years (No Financial Impact)

11. Approval of the Agreement Between the School Board of Manatee County and Sun City Hospital, Inc. d/b/a HCA Florida South Shore Hospital for Clinical Experience for Manatee Technical College (MTC) Surgical Technology, Pharmacy Technician and Central Sterile Processing Students for the 2024-2027 School Years (No Financial Impact)

12. Approval of the Agreement Between the School District of Manatee County and Rudhra LLC d/b/a University Pharmacy for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)

13. Approval of the Agreement Between the School District of Manatee County and Eckerds Pharmacy LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)

14. Approval of the Agreement Between the School District of Manatee County and Ellenton Discount Pharmacy LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)

15. Approval of the Agreement Between the School District of Manatee County and Seaside Smiles, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

16. Approval of the Use of the Omnia Request for Proposal on Instructional and Educational Resources, SDMC No. 25-0080-BS, Estimated in the amount of $150,000.00 (Multiple Funding Sources)

17. Approval to Purchase Classic Learning Initiatives Testing Materials, SDMC No. 25-0072-RG, Estimated in the Amount of $200,000.00 Annually (General Fund)

18. Approval of the Use of the TIPS Bid on Office and School Supplies Products, and Services, SDMC No., 25-0075-RG Estimated in the Amount of $73,292.00 Year One and $67,100.00 Recurring Annually (Capital Funds)

19. Approval of the use of Bid on Road Building Materials and Services, SDMC No. 25-0074-MR, Estimated in the Amount of $300,000.00 Annually (Local Capital Improvement)

20. Approval of Annie Lucy Williams Elementary School - Classroom Addition - Agreement Between Owner and Gilbane Building Company - Pre-Construction Services, in the Amount of $17,500.00 (Capital Funds)

21. Approval of Bayshore High School Painting & Roofing - Substantial Completion (No Financial Impact)

22. Approval of 2024 Media Renovations - Substantial Completion (No Financial Impact)

23. Approval of Manatee Elementary School - Auditorium Exterior Renovation & Reroofing - Substantial Completion (No Financial Impact)

24. Approval to Renew the School Health Services Plan for 2024-2026 (No Financial Impact)

25. Approval for the Palmetto High School Junior Reserve Officer Training Corps (JROTC) to Participate in the Army Ten-Miler in Washington, D.C., October 12-15, 2024 (School Internal Accounts)

12) Public Comment for New Business Items

13) New Business (Discussion Items Pulled from Consent)

14) New Business (Non-Consent Items)

14.1 Motion to Approve a New Job Description of High School Student Intern

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

Superintendent Wysong provided additional information regarding the creation and potential uses of the High School Intern job description.

14.2 Motion to Approve the Resolution 2024-011 Authorizing a Section 1011.13, Florida Statutes Tax Anticipation Note (TAN), Series 2024 (General Fund)

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

Additional information was provided by Ms. Rachel Sellers, Deputy Superintendent of Business Services. The Board asked questions and held discussion.

14.3 Motion to Approve the Proposed Opening Plan for East County K-8 School

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

Superintendent Wysong provided a review of the proposed opening plan for the East County K-8 School. The Superintendent noted the District would begin information sessions and applications for students in October in hopes of completing the voluntary reassignment process by Thanksgiving.

Chair Choate commended the staff for the plans to open the two newest schools and open before the attendance zones of the district are redrawn.

Board noted their desire for public input on names for the new East County K8 school.

14.4 Motion to Approve the Proposed Opening Plan for North County School Site

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

Superintendent Wysong provided an overview of the opening plan for the North County School Site. In his overview were comments pertaining the plan to fill the new campus while relieving current Harvey enrollment. The process would include expanding one campus of Harvey with two locations thereby creating a K-8 school on two campuses. The Superintendent noted the District would begin information sessions and applications for students in October in hopes of completing the voluntary reassignment process by Thanksgiving.

The Superintendent noted for the public that there is a New Schools information page that summarizes the district workshops and meetings pertaining to the opening and naming of the stools, as well as a contact link to ask questions and receive information regarding the opening of the new schools.

The Board held discussion regarding the name of the North County school site.

14.5 Motion to Approve the Ratified Manatee Education Association (MEA) Collective Bargaining Agreement for the School District of Manatee County (Multiple Funding Sources)

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

Superintendent Wysong provided a brief summary regarding the complete and ratified MEA agreement. Superintendent Wysong thanked all parties involved in the process and stated that the Bargaining Agreement item covers all contract language and MOUs that have been signed.

14.6 Motion to Approve the 2024-2025 Classroom Teacher and Other Instructional Personnel Salary Increase Allocation Plan (No Financial Impact)

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

Superintendent Wysong noted this provides the approval to for the outcome of collective bargaining to be reported to the Florida Department of Education.

14.7 Motion to Approve the 2024-2025 Salary Schedules for 11-Month Grandfathered Teacher, 10-Month Grandfathered Teacher, 10 & 11-Month Teacher Performance, Para and MEA Salary Supplement Schedule (No Financial Impact)

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

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

16) CONTINUED PUBLIC COMMENT (IF NECESSARY)

17) Information Only (No Superintendent Recommendation)

18) UPDATES

18.1 Instruction Update

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

- Thanked all participants who made the Post Secondary Education night at MTC 9/23 possible.
- Noted the postponement of the meeting regarding the personal finance textbook adoption.

18.2 Operations Update

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

- Human Resources
- Job Fair Updates
- Transportation Update
- Construction Services update
- Food Services update

18.3 Legal Update

Mr. Stephen Dye noted he will have Mrs. Petroff fill in the office while he is out of town the first week of October.

19) SUPERINTENDENT REMARKS

- Superintendent Wysong thanked the Board for the approval of the consent agenda and noted the following items:
    - Submission of Computer Science Grant from DOE to increase the number of teachers with computer science certification.
    - Approved nine clinical education agreements to allow clinical experiences for MTC students
- The Superintendent spoke regarding the recent poor choices of students who impacted the safety and security of the District. Superintendent Wysong noted that there were mandatory campus presentations that were provided to the schools by the Superintendent as well as Sheriff Wells. Finally he noted the resources provided for parents, including talking points and tips to talk with students about the seriousness of threats and false reporting.
- Stated the plans have been announced to allow schools to run as emergency shelters during the hurricane.
- Provided an overview of recent community events including school visits with and without Board members, an Easter Seals event, as well as the Manatee Chamber of Commerce Annual Conference.

20) BOARD COMMENTS

Board Member Messenger provided the following updates:

- Noted her attendance at the Manatee Chamber of Commerce retreat and praised the presentation provided by the Superintendent as well as other community speakers.
- Stated that she and the Superintendent attended the 'Potato Olympics' at Williams Elementary school, noted it was a fun event.

Board Member Tatem provided the following updates:

- Provided the safety tip to stay safe during and after the upcoming hurricane and recommended not to venture out to 'check the storm damage' as it can cause additional strain on the community first responders.

Board Member Foreman provided the following updates:

- Noted Sarasota has provided an extension of the contract for their District Superintendent; her request is a workshop to discuss extending the School District of Manatee County's Superintendent's contract as such.
- Recommend to the public to reach out to the Board regarding naming the new District schools; and requested the community share feedback with district personnel as well.

Vice Chair Spray provided the following updates:

- Noted attendance to the local Manatee Chamber of Commerce retreat.
- Noted the community engagement when naming the new schools.
- Thanked long time employees that are on the retirement.
- Spoke regarding 'Safety over Secrets'.

Chair Choate provided the following updates:

- Thanked Superintendent for speaking to the community after recent District threats by students.
- Thanked staff for preparing for upcoming storm weather.
- Encouraged Board members to visit Abel Elementary School and noted local events.

21) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the meeting at 8:41 PM.

_____

Chad Choate III
Chairman, School Board of Manatee County

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Derek Hernandez

Executive Summary
The School Board would like to recognize Derek Hernandez, School Support Technician at Rogers Garden Bullock Elementary for service to his school and community.

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

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

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

AGENDA ITEM NO. 8.2

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Edward Jones Donation - Translate Live

Executive Summary
This year, Edward Jones partnered with the School District of Manatee County to purchase 10 Translate LIVE devices. These devices help support the school district's growing English Language Learners (ELLs) population and their families, enabling better communication and engagement with school personnel. The district serves over 53,000 students, with roughly 8,000 of them being ELLs. The District has 99 different languages represented among those 8,000 students. The amount of the donation was $20,000.

Translate Live tablets support over 120 languages in both written and spoken formats. These devices are used for school personnel to assist families in registration, parent/teacher conferences, clinic visits for ELLs, and at SAC/PTO meetings, enabling parents of ELLs to become more involved in school activities.

The devices also help families assist their senior high students getting ready for higher educational opportunities, such as applying for financial aid (by completing the FASFA). For parents that are not native English speakers, Translate Live devices enable parents to be active participants in their child's education. Additionally, schools can use these devices in "Broadcast" mode which means that parents can scan a QR code that will let them choose their native language on their phone to listen to a meeting that is being held in English. This means schools are able to conduct a meeting while parents can listen to that meeting in their preferred language.

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

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

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

AGENDA ITEM NO. 8.3

School Board of Manatee County
October 22, 2024 - Regular Board Meeting

Title
Hurricane Shelter Staff

Executive Summary
The School Board and Superintendent Wysong would like to recognize all the school district employees who helped our community by working in our schools that served as shelters during Hurricanes Helene & Milton and Tropical Storm Debby. More than 11,000 residents evacuated to 17 school shelters during Hurricane Milton. These employees exhibited true dedication to our community in Manatee County and we are grateful for their service.

Contact
Submitting Department: Administration

AGENDA ITEM NO. 10.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Florida Department of Transportation Bradenton-Palmetto Connector - *updated October 4, 2024*

Executive Summary
The Florida Department of Transportation (FDOT) is conducting the Bradenton-Palmetto Connector Alternative Corridor Evaluation (ACE) Study. This study aims to explore ways to improve regional mobility and enhance safety in Manatee County. FDOT is currently evaluating several potential corridors, each between 8 and 13 miles long, through environmental, engineering, and public outreach processes. Based on this evaluation, one or more corridors will be chosen to advance to the next phase, the Project Development & Environment (PD&E) Study.

FDOT is requesting the opportunity to present the details of this study to the Manatee County School Board and address any questions they might have.

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: Administration
Initiated By: Kevin Chapman

Attachments:
FDOT_Presentation_Oct 2024 - added October 4, 2024

STATUS UPDATE

October 2024

Bradenton-Palmetto Connector Alternative Corridor Evaluation (ACE)

FPID: 444843-1



District One Environmental Management Office

Introductions



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Project Development Manager
FDOT District One
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Michelle Rutishauser
Project Manager
FDOT District One
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Gail Woods, P.E.
Consultant Project Manager
TranSystems
glwoods@transystems.com
(407) 875-8923

Bradenton-Palmetto Connector

Communities are at the center of everything we do.

- Improve regional mobility
- Improve emergency evacuation
- Efficient movement of goods
- Reduce traffic congestion
- Integrate innovative solutions
- Strengthen the local economy
- Engage community, industry, and agencies.



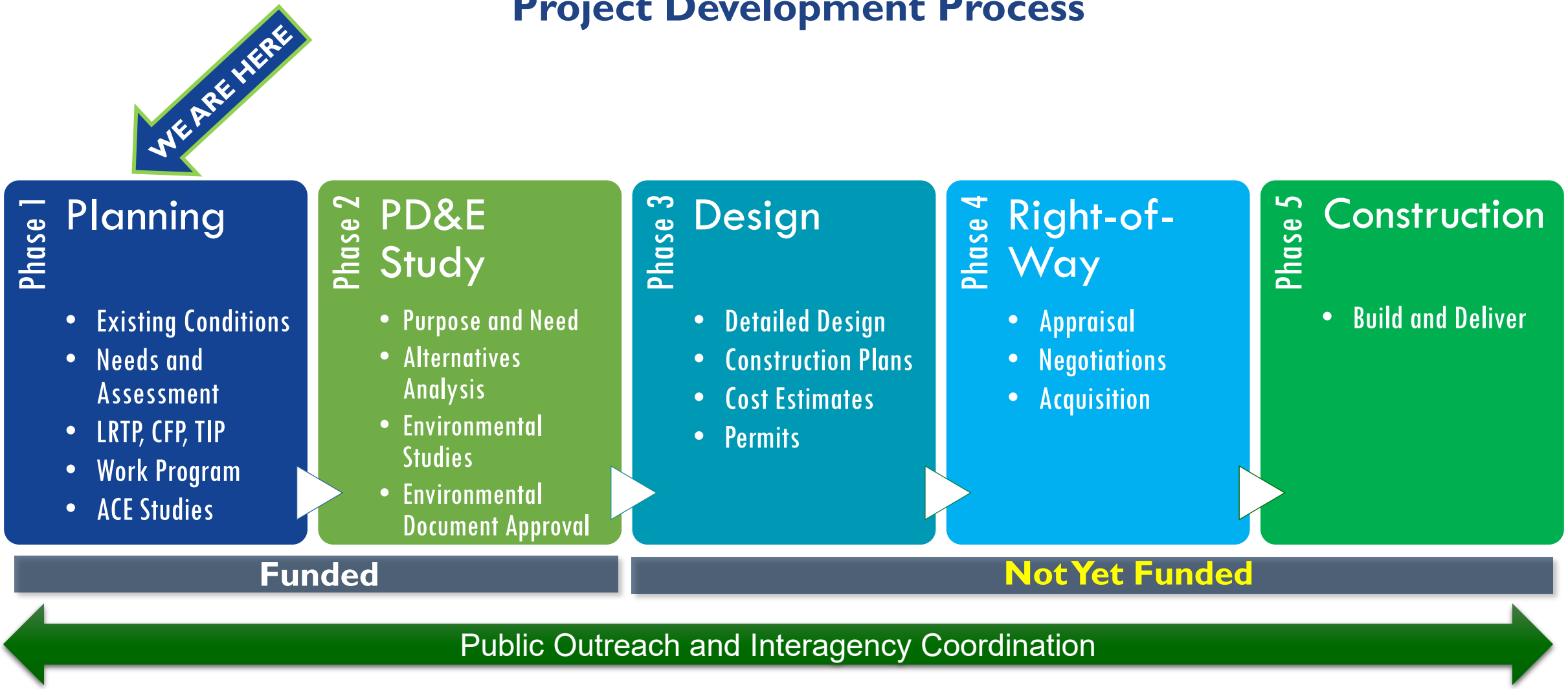






Bradenton-Palmetto Connector Study

Project Development Process



Outreach

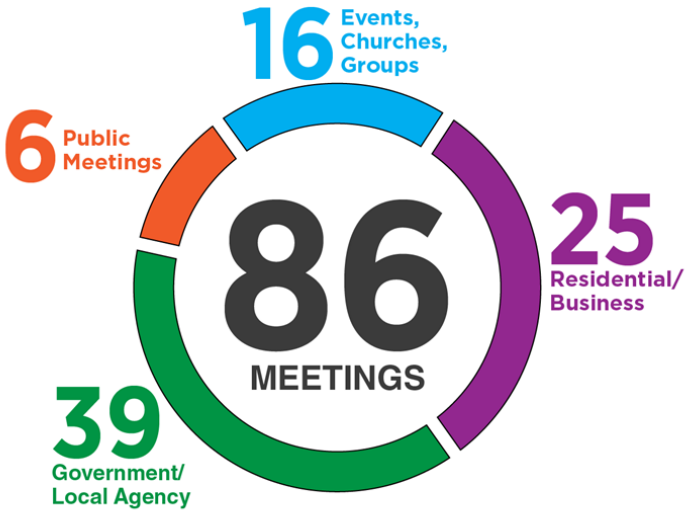
Large businesses
Tropicana, Manatee Memorial Hospital, Bealls, Feld Entertainment

Groups
Pastors in Palmetto and Bradenton, NAACP, Manatee Sarasota Builders Association, Manatee Chamber, St. Mary's Missionary Baptist Church, Lakewood Ranch Business Alliance, Manasota Black Chamber

Events
Downtown Bradenton Market, Red Barn Flea Market, Lakewood Ranch Market, Skyway 10K Expo, Caddy's Run, Manatee County Fair, St. Petersburg Market, Manatee County Neighborhood Summit, Coquina Market

Residential
Neighborhood Associations, Rivera Dunes, Jet Park, Tropic Isles, Palms of Terra Ceia, Aria Bradenton Apartments, Palmetto Mobile Home Club, Riviera Dunes Neighborhood Leadership

Agencies
Cities of Bradenton and Palmetto, Manatee County, SeaPort Manatee, Tampa Bay Regional Planning Council, Sarasota Manatee Metropolitan Planning Organization Board and Committees, Palmetto CRA, Manatee County EMS



Continued Outreach
Manatee County School Board
Palmetto CRA – Hispanic Outreach
Downtown Bradenton Market
Palmetto Market
Manatee Chamber Young Professionals
Manatee Chamber Leadership
Pastors update
Public Meeting/Open House

** Outreach will continue through all the phases.*

Purpose and Need

- **Purpose:** The purpose of the project is to evaluate additional capacity and transportation demand across the Manatee River as part of the regional transportation system. Secondary needs of the project are to enhance safety and multi-modal interrelationships.
- **Primary Need:** Capacity, Transportation Demand
- **Secondary Need:** Safety, Multi-modal interrelationships

Process

Methodology Memorandum

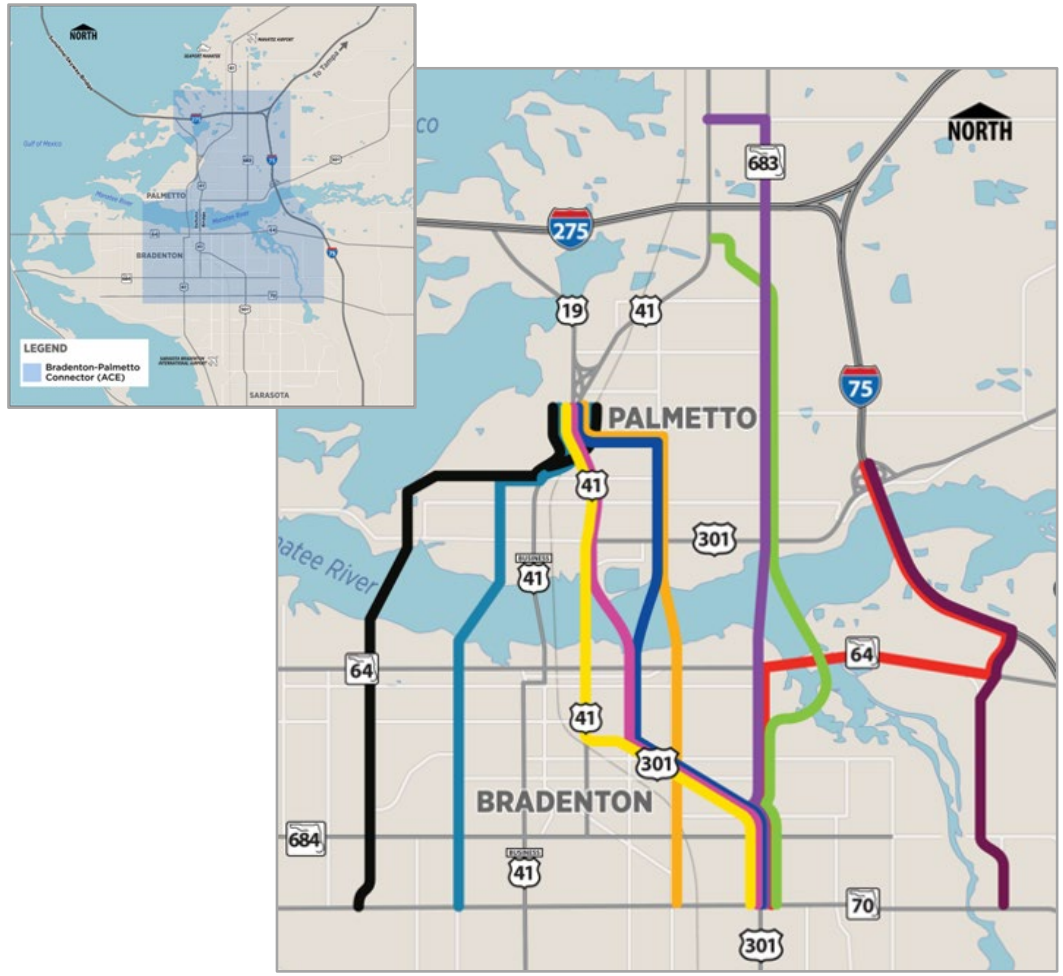
- Documents the goals of the evaluation, the methodology to compare alternatives, how coordination with stakeholders will occur, and the basis for decision-making.

Alternative Corridor Evaluation Report (ACER)

- Final report - Identify, evaluate, eliminate, and recommend corridor alternatives to be further studied as a Project Development and Environment (PD&E) Study.

Bradenton-Palmetto CONNECTOR
ALTERNATIVE CORRIDOR EVALUATION STUDY

Bradenton-Palmetto Connector



Alternative Corridor Evaluation (ACE) Study

- ACE Study and outreach underway
- Planning-level analysis of potential corridors
- Identify **"WHERE"** potential improvements could be located, not **"WHAT"** the improvements will look like

Current Activities

- Evaluation and comparison of corridors
- In the process of eliminating corridors
- Continued stakeholder outreach

Next Steps

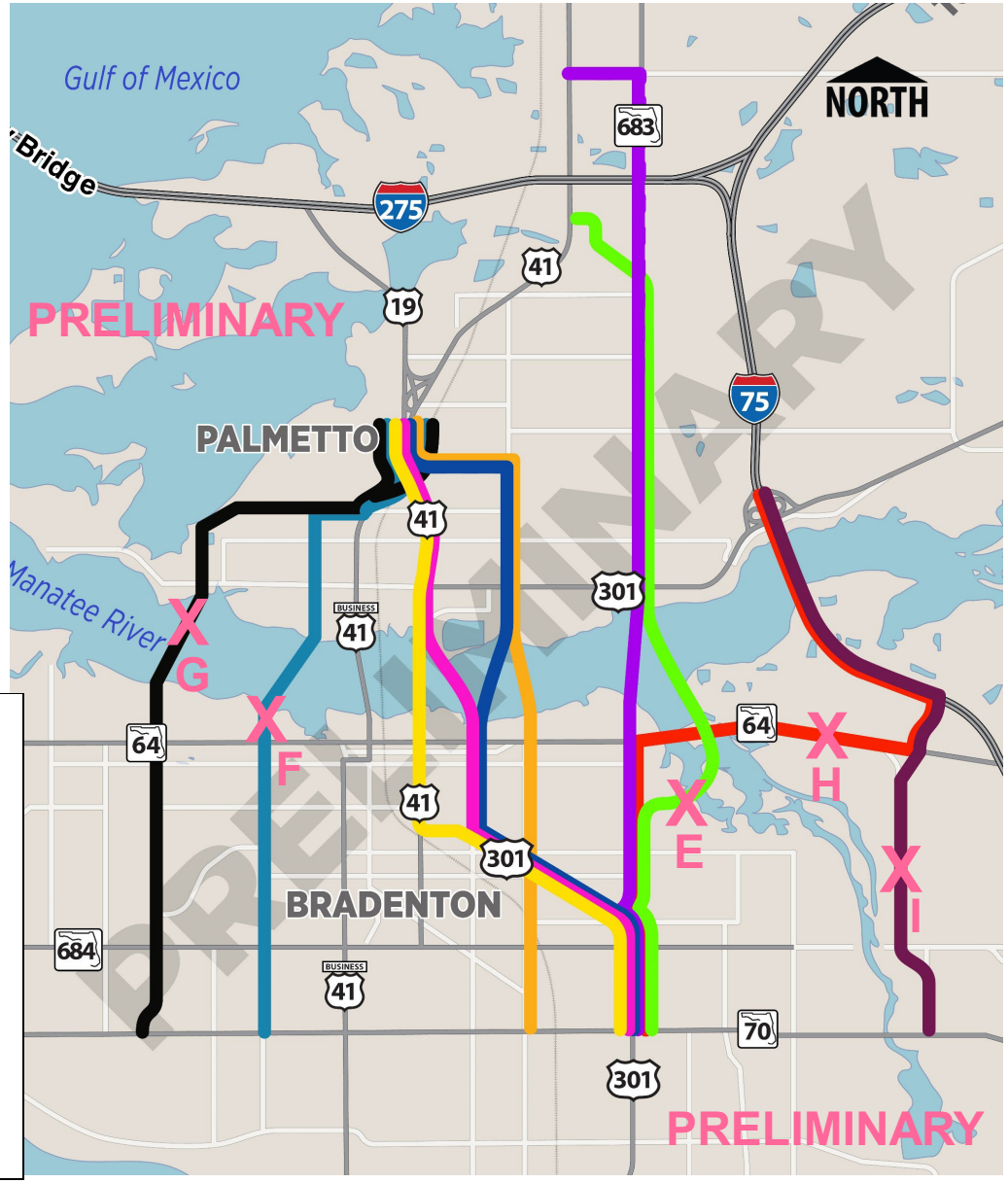
- Finalize and refine corridors
- Public Meeting/Open House
- Draft Alternative Corridor Evaluation Report (ACER)
- Approved ACER-Final decision of corridor(s) moving to a PD&E Study.

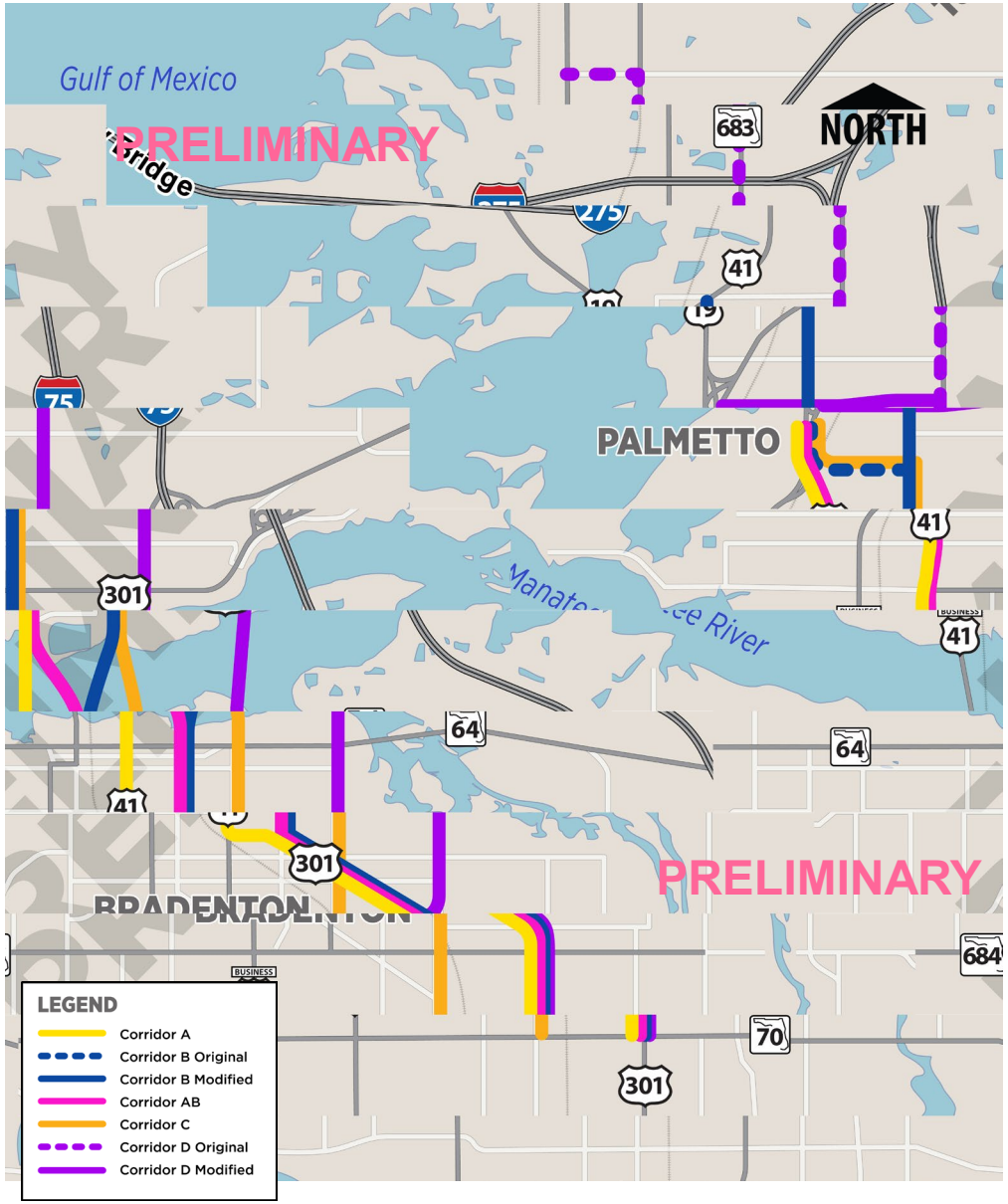
Preliminary Corridor Elimination

West
Corridors G and F

Center
Corridor E

East
Corridors H and I





Preliminary

Remaining Corridors

Evaluation and refinement of corridors ongoing

Corridors - A, B, AB, C, D

Anticipate: Up to three corridors may move forward to be further studied in a Project Development and Environment (PD&E) Study.

Schedule Recap	
Methodology Memorandum Approved by FDOT Office of Environmental Management (OEM)	August 2024
Finalizing GIS Analysis of 10 Corridors and Traffic Data	August / September 2024
Refining and Analysis of Corridors	September 2024
Eliminating Corridors	September 2024
Identify proposed ACE Corridors for PD&E Study	October 2024
Public Meeting/Open House	November 2024
Alternative Corridor Evaluation Report (ACER) Completed	January 2025
Begin PD&E	January 2025
Community engagement will continue through all project phases.	


TAKE A
BREAK
Don't drive drowsy.
FLORIDA TRUCKING ASSOCIATION
FDOT
FLHSMV
AAA

Thank you



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Webpage: www.swflroads.com/project/444843-1

AGENDA ITEM NO. 11.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 1 of 2 October 8, 2024
HR Board Material 2 of 2 October 22, 2024

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	O'Connor, William	Field Technician Manatee High **Range $40,282-$74,203**	9/16/2024
	Shomper, Shelley	Admin & Building Services Manager School Support Center **Range $48,092-$87,995**	9/16/2024
	Varghese, Jerry	Project Director Matzke Support Services **Range $67,154-$121,365**	10/14/2024
Appointment/Para			
	Auricchio, Catherine	Teacher Aide, ESE, One-on-One Parrish Community High	9/16/2024
	Barker, Riane	Teacher Aide, ESE Freedom Elementary	9/16/2024
	Britt, Jody	Teacher Aide, MS Buffalo Creek Middle	9/16/2024
	Futchko, Luann	Teacher Aide, ESE, One-on-One Lakewood Ranch High	9/15/2024
	Kime, Grace	Teacher Aide, ESE Daughtrey Elementary	9/16/2024
	Mayorga, Gema	Teacher Aide, ESOL Ballard Elementary	9/30/2024
	Mazzara, Nicole	Teacher Aide, ESE, One-on-One Williams Elementary	9/16/2024
	McCarrison, Kala	Teacher Aide, ESE, One-on-One Mills Elementary	9/16/2024
	Realpozo, Yarilis	Teacher Aide, ESE Rogers Garden-Bullock Elementary	9/16/2024
	Sanchez, Valentina	Teacher Aide, ESOL Daughtrey Elementary	9/16/2024
	Thoma, Brett	Teacher Assistant, Driver Education Palmetto High	9/16/2024

Type		Information/Position/Location	Eff Date
	Zabroni, Deborah	Teacher Aide, ESE Witt Elementary	9/16/2024
Appointment/Prof			
Req. 12207	*Ansbro, Kenneth*	Teacher, Research/Critical Thinking, HS Parrish Community High **M.S. Nova Southeastern University**	9/15/2024
Req. 11812	*Cansdale, Emma*	Fourth Grade Teacher Samoset Elementary **B.A. Baldwin Wallace University**	9/29/2024
Req. 12096	*Eldib, Hoda*	Teacher, Dropout Prevention, HS Juvenile Detention Center **B.A. New Jersey City University**	9/29/2024
Req. 11871	*Hazon, Zoe*	Teacher, IND/SC Rogers Garden-Bullock Elementary **B.S. Grand Canyon University**	9/16/2024
Req. 12128	*Lapetina, Briana*	Teacher, First Grade Daughtrey Elementary **B.S. University of Dayton**	9/16/2024
Req. 12164	*Lenard, Rachel*	Teacher, Language Arts, HS Parrish Community High **B.S. SUNY College at Buffalo**	9/15/2024
Req. 11881	*Lumb, Morgan*	Teacher, Physical Education, HS Lakewood Ranch High **B.S. University of Tampa**	9/15/2024
Req. 12119	*O'Connor, Dylan*	Teacher, Physical Education, ES Gullett Elementary **B.S. Adelphi University**	9/16/2024
Req. 12171	*Park, Susan*	Kindergarten Teacher Bayshore Elementary **B.A. Keen University**	9/15/2024
Req. 12037	*Schiffer, Ann*	Teacher, Second Grade Freedom Elementary **B.A. University of Toledo**	9/16/2024
Req. 11111	*Winokur, Katherine*	Fourth Grade Teacher	9/16/2024

Type		Information/Position/Location	Eff Date
		Oneco Elementary **B.A. University of Miami**	
Appointment/Supp			
	Fernandez Vila, Rebeca	Lead Custodian I Lincoln Middle	9/16/2024
	Gomez, Ericka	Food Service Worker-5 Hr. Wakeland Support Center	9/16/2024
	Gonzalez Perez, Dania	Custodian 8 Hr. Haile Middle	9/16/2024
	Gray, Randaja	Teacher Aide, ESE Daughtrey Elementary	9/16/2024
	Gross, Debra	Teacher Aide, ESE, One-on-One Freedom Elementary	9/16/2024
	Hernandez Salazar, Vanessa	Custodian 8 Hr. Palmetto Elementary	9/16/2024
	Huynh, Duc	Custodian 8 Hr. Harvey Elementary	9/16/2024
	Ilfrad St. Sauveur, Emaniela	Custodian 8 Hr., Floater Matzke Support Center	9/16/2024
	Larez Cedeno, Marieli	Food Service Worker-6 Hr. Buffalo Creek Middle	9/16/2024
	Lopez Gamboa, Fabian	Custodian 8 Hr. Manatee Technical College	9/16/2024
	Lopez Verdecia, Anibal	Custodian 8 Hr. Manatee High	9/16/2024
	Montes Velasquez, Luis	Custodian 8 Hr. Haile Middle	9/16/2024
	Pena, Virgen	Food Service-5 Hr., Floater Wakeland Support Center	9/16/2024
	Perales, Melissa	Food Service-5 Hr., Floater Wakeland Support Center	9/16/2024

Type		Information/Position/Location	Eff Date
	Ramos Rosado, Zenaida	Custodian 8 Hr. Professional Support Center	9/16/2024
	Ramos, Janie	Food Service-5 Hr., Floater Wakeland Support Center	9/16/2024
	Reformina, Gary	School Nurse, LPN Braden River High	9/16/2024
	Rivero Hernandez, Yanet	Custodian 8 Hr. Rogers Garden-Bullock Elementary	9/16/2024
	Rossil, Yohana	Food Service Worker-5 Hr. Wakeland Support Center	9/16/2024
	Thomas, Robert	Custodian 8 Hr. Matzke Support Center	9/16/2024
	Walo Iglesias, Dolores	Custodian 8 Hr. Mills Elementary	9/16/2024
	Williams, Jasmine	Bus Aide Matzke Support Center	9/1/2024
	Zunz, Irma	Food Service Worker-6 Hr. Sugg Middle	9/15/2024
Resignation During Investigation			
	Hudson, Charkyla	Food Service-5 Hr., Floater Wakeland Support Center	9/12/2024
Resignation/Para			
	Britt, Jody	Teacher Aide, MS Buffalo Creek Middle	9/21/2024
	Fernandez Vila, Rebeca	Lead Custodian I Lincoln Middle	9/16/2024
	Hope, Eboni	Teacher Aide, ESE, One-on-One Parrish Community High	9/21/2024
	Kropp, Jennifer	Teacher Aide, ES, Title I Moody Elementary	10/1/2024
	Parker, Shelley	Teacher Aide, ESE, One-on-One	9/14/2024

Type		Information/Position/Location	Eff Date
		Williams Elementary	
	Stickler, Jordan	Teacher Aide, ESE Horizons Academy	8/1/2024
	Webster, Brenton	Teacher Aide, ESE Manatee High	10/1/2024
	Weissberg, Arlene	Teacher, VE/SC Williams Elementary	9/9/2024
	Wood, Beth	Media Specialist, ES Myakka Elementary	9/18/2024
Resignation/Prof			
	Contreras, Carlos	Teacher, ESOL Resource Horizons Academy	7/22/2024
	Gould, Lindsay	Fifth Grade Teacher Johnson K-8	10/5/2024
	Hamilton-Smith, Lookerisha	Teacher, Language Arts, MS Lee Middle	9/10/2024
	Mabrey, Jacquelyn	First Grade Teacher Freedom Elementary	9/13/2024
	Tacuba-Roblero, Esteffani	Teacher, Physical Education, ES Daughtrey Elementary	9/28/2024
	Thompson, Sherryce	First Grade Teacher Blackburn Elementary	10/1/2024
	Vieras, Jaclyn	Teacher, ESOL Resource Johnson K-8	7/30/2024
Resignation/Supp			
	Dalton, Linda	Food Service Worker-5 Hr. Palmetto High	8/30/2024
	Greene, Randi	Administrative Secretary Matzke Support Center	10/4/2024
	Kozlova, Grace	School Clerical Assistant, 10 Mo. Southeast High	10/2/2024
	Le, Jacklyn	Bus Aide	9/5/2024

Type		Information/Position/Location	Eff Date
		Matzke Support Center	
	Severin, Mary	School Clerical Assistant, 10 Mo. Bayshore High	9/18/2024
	Walo Iglesias, Dolores	Custodian 8 Hr. Mills Elementary	9/19/2024
Retirement/Admin			
	Walrath, Sharon	Executive Secretary, Administration School Support Center **14.25 Years**	9/18/2024
Retirement/Supp			
	Dutrevil, Toni	Bus Aide Matzke Support Center **11.40 Years**	10/7/2024
	Green, Roderick	Lead Controls Technician Matzke Support Center **18.08 Years**	12/1/2024
Termination/Para			
	Sanchez, Brenda	Teacher Aide, ESOL Bayshore Elementary	9/14/2024
Termination/Prof			
	Cansdale, Emma	Fourth Grade Teacher Samoset Elementary	9/14/2024
Termination/Supp			
	Stephens, Brenda	Bus Driver Training Matzke Support Center	8/27/2024
	Venuto, Giovanni	Custodian 8 Hr. Manatee High	9/12/2024
	Wilkinson, Jazzmyn	Custodian 8 Hr., Floater Matzke Support Center	9/18/2024
Transfer/Admin			
	Hazy, Daniel	From: Field Technician Parrish Community High To: Network Systems Engineer School Support Center	9/15/2024
	Nixon, Diane	From: School Nurse, RN Bashaw Elementary To: Health Services Specialist/Mgr. Professional Support Center	9/29/2024

Type		Information/Position/Location	Eff Date
	Robinson-Shinall, Ricardo	From: Drama Teacher, HS Braden River High To: Visual & Perform. Arts PL Specialist Professional Support Center	10/14/2024
	Urbina Urbina, Virginia	From: School Clerical Assistant, 10 Mo Professional Support Center To: Graduation Enhancement Tech Professional Support Center	9/15/2024
Transfer/Para			
	Bottoms, Kelly	From: Custodian 8 Hr. Lee Middle To: Teacher Aide, ESE, One-on-One Lee Middle	9/15/2024
	Vega, Maria	From: Teacher Aide, ESOL Witt Elementary To: Teacher Aide, ESE Harvey Elementary	9/29/2024
Transfer/Prof			
	Brunner, Sherri	From: Counselor, ES Freedom Elementary To: Counselor, MS Johnson K-8	9/29/2024
	Davis, Curtis	From: Teacher, VE Horizons Academy To: Student Support Specialist Sugg Middle	9/15/2024
	Davis, Stacy	From: Teacher Aide, ESE, One-on-One Freedom Elementary To: Teacher, VE Freedom Elementary	9/15/2024
	Manion, Kyle	From: Teacher Aide, ESE Manatee High To: Teacher, VE Manatee High	9/15/2024
	Traeger, Zachary	From: Teacher, Physical Education, ES Gullett Elementary To: Teacher, Physical Education, ES Freedom Elementary	9/15/2024
Transfer/Supp			

Type		Information/Position/Location	Eff Date
	Arnold, Michael	From: Custodian 8 Hr. Bayshore Elementary To: Custodian 8 Hr. Southeast High	9/29/2024
	Ashworth, Laura	From: Food Service Worker-5 Hr. Wakeland Support Center To: Food Service Worker-5 Hr. Lakewood Ranch High	9/29/2024
	Barrera, Elna	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-5 Hr. Williams Elementary	9/15/2024
	Dujardin, Gregory	From: Electronics, Fire Alarm Tech Matzke Support Center To: Lead Electronics, Fire Alarm Tech Matzke Support Center	9/15/2024
	Eisenhauer, Justin	From: Customer Service Transp. Rep Matzke Support Center To: School Bus Trans. Dispatcher Matzke Support Center	9/15/2024
	Garcias Valero, Pedro	From: Custodian 8 Hr. Southeast High To: Bus Aide Matzke Support Center	9/16/2024
	Garcia, Mayra	From: Registrar I Professional Support Center To: Registrar I School Support Center	9/15/2024
	Hoffman, Terrance	From: Custodian 8 Hr. McNeal Elementary To: Custodian 8 Hr. Sugg Middle	9/15/2024
	Mulholland, Leta	From: Procurement Specialist School Support Center To: Associate Buyer School Support Center	9/15/2024

Type		Information/Position/Location	Eff Date
	Resendiz-Flores, Pablo	From: Bus Aide Matzke Support Center To: Bus Driver Matzke Support Center	9/15/2024
	Rycerz, Autumn	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-6 Hr. Lee Middle	9/29/2024
	Soto Rivera, Angeliz	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-5 Hr. Palmetto High	9/29/2024

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Farmer, Alicia	Professional Learning Specialist School Support Center **Range $40,282-$74,203**	9/30/2024
	Francey, Jason	Transition, Neglected & Del. Specialist Professional Support Center **Range $57,400-$104,321**	10/6/2024
	Osuna Ruiz, Fabiola	School Nurse, RN Bashaw Elementary **Range $40,879-$75,399**	9/30/2024
	Seward, Kathy	Instructional Specialist Bayshore High **Range $59,659-$108,220**	10/14/2024
Appointment/Para			
	Faichak, Anastasiia	Teacher Aide, ESE McNeal Elementary	9/30/2024
	Faith-Shell, Amy	Teacher Aide, ESE Braden River Elementary	9/30/2024
	Fennell, Tina	Teacher Aide, ESE, One-on-One Kinnan Elementary	10/13/2024
	Garcia de Cadet, Glady	Teacher Aide, ESOL Daughtrey Elementary	9/30/2024
	Ibarra, Ana	Teacher Aide, ESOL Witt Elementary	9/29/2024
	Jackson, Jakob	Teacher Aide, ESE Manatee High	10/2/2024
	Jaeger, Ingrid	Teacher Aide, Pre-K Integrated Tillman Elementary	9/30/2024
	Lawrence, Luke	Teacher Aide, ESE Palma Sola Elementary	9/30/2024
	Miranda Martinez, Genesis	Teacher Aide, ESE Rogers Garden-Bullock Elementary	9/30/2024
	Radvin, Cynthia	Teacher Aide, ESE, One-on-One	9/30/2024

Type		Information/Position/Location	Eff Date
		Williams Elementary	
	Saad, Sophia	Teacher Aide, Pre-K Witt Elementary	9/30/2024
	Winfrey, Laura	Teacher Aide, ESE Bashaw Elementary	9/29/2024
	Woods, James	Teacher Aide, ESE, One-on-One Lakewood Ranch High	10/13/2024
	Workman, Ashley	Teacher Aide, ESE Williams Elementary	9/29/2024
Appointment/Prof			
Req. 11859	*Allen, Kayci*	Third Grade Teacher Oneco Elementary **B.S. Western Kentucky University**	9/30/2024
Req. 12161	*Bambach, Christina*	ESE Specialist Professional Support Center **M.S. Florida State University**	9/30/2024
Req. 11583	*Cabibi, Donna*	Speech & Language Pathologist Williams Elementary **M.S. University of South Florida**	9/30/2024
Req. 12275	*Couvertier, Martha*	Teacher, VE Manatee Elementary **M.A. Teachers College of New York City**	10/6/2024
Req. 12223	*Davis, Jaimie*	Teacher, ESOL Resources Southeast High **B.S. University of Central Florida**	9/30/2024
Req. 12217	*Fasel, Mallory*	Fourth Grade Teacher Harvey Elementary **B.S. University of South Florida**	9/30/2024
Req. 12195	*Holt, Kaylinka*	Second Grade Teacher Freedom Elementary **M.Ed. Grand Canyon University**	10/1/2024
Req. 12009	*Izzo, Mary*	Nursing Instructor Manatee Technical College **B.S. Adelphi University**	9/30/2024

Type		Information/Position/Location	Eff Date
Req. 12199	*Kachny, Fernanda*	Teacher, ESOL Resource Bayshore Elementary **B.A. Pontificia Universidade Catlica RS**	9/30/2024
Req. 12214	*Kerlin, Rebecca*	Teacher, VE/SC Williams Elementary **M.A. Georgia Southwest State Univ.**	9/29/2024
Req. 12139	*McGrath, Tiffany*	Teacher, VE/SC Miller Elementary **A.A. University of South Florida**	9/30/2024
Req. 12165	*Medred, Lauren*	Teacher, Social Studies, HS Parrish Community **B.S. Florida State University**	9/30/2024
Req. 11975	*Riffle, Patricia*	Teacher, Pre-K Handicapped Miller Elementary **B.S. Eastern Illinois University**	9/30/2024
Req. 10888	*Roller, Richard*	Teacher, ROTC/Military Train, HS Lakewood Ranch High **M.Ed. University of Louisville**	10/6/2024
Appointment/Supp			
	Brinson, Lakisha	Bus Driver Matzke Support Center	9/29/2024
	Butler, Eddie	Van Operator Matzke Support Center	9/30/2024
	Dalton, Stephen	Custodian 8 Hr. Harvey Elementary	9/30/2024
	Dickerson, Jennifer	Food Service-5 Hr., Floater Wakeland Support Center	9/30/2024
	Esparza De Lira, Angelica	School Nurse, LPN Parrish Community High	9/30/2024
	Geoghegan, Kaitlin	School Registrar I, ES Freedom Elementary	10/1/2024
	Jones, Don	Bus Driver Matzke Support Center	9/30/2024

Type		Information/Position/Location	Eff Date
	Macias, Azucena	Bus Aide Matzke Support Center	9/30/2024
	Oates, Cathy	Bus Aide Matzke Support Center	9/30/2024
	Pietri, Geraldine	Bus Aide Matzke Support Center	9/29/2024
	Tran, Khoi	Bus Driver Matzke Support Center	9/30/2024
	Trotter, Cathy	Bus Aide Matzke Support Center	9/30/2024
	Wilson, Robert	Custodian 8 Hr. Buffalo Creek Middle	9/30/2024
Deceased/Prof			
	Hankerson, Fabian	Woz Support Teacher, ES Palm View K-8	9/22/2024
Resignation/Admin			
	Foye, Carol	ESOL Specialist Professional Support Center	10/23/2024
	Winterbottom, Russell	School Social Worker-10 Mo. Professional Support Center	10/19/2024
Resignation/Para			
	Teise, Alexandra	Teacher Aide, ESE Prine Elementary	10/5/2024
Resignation/Prof			
	Nelson, Margaret	Teacher, VE/SC Sea Breeze Elementary	10/1/2024
	Nunemaker, Jessica	Fourth Grade Teacher Manatee Elementary	10/15/2024
Resignation/Supp			
	Balcom, Marvin	Receiving Clerk Matzke Support Center	10/5/2024
	Castaneda Salinas, Enrique	Food Service Worker-5 Hr. Manatee Elementary	10/5/2024
	Hilliard, Megan	Food Service Worker-5 Hr. Jain Middle	9/14/2024

Type		Information/Position/Location	Eff Date
	Lozado, Maria	Food Service Worker Blackburn Elementary	9/21/2024
	Randall, Latoya	Food Service Worker King Middle	9/25/2024
	Sanzogni, Maria	Administration Secretary Professional Support Center	10/19/2024
	Thomas, Remona	Registrar I School Support Center	10/4/2024
	Valdes, Stephanie	Food Service Worker-6 Hr. Prine Elementary	8/23/2024
Retirement/Prof			
	Ballard, Sherman	Teacher, Automotive Parrish Community High **9.43 Years**	1/7/2025
	Meluch, Michelle	Occupational Specialist Manatee Technical College **30.27 Years**	10/4/2024
Retirement/Supp			
	Borges, Nora	Research Associate School Support Center **21.42 Years**	1/1/2025
	Bosworth, Palma	School Clerical Assistant, 10 Mo. Williams Elementary **9.90 Years**	10/19/2024
Termination/Para			
	Hainka, Caroline	Teacher Aide, ESE Harvey Elementary	9/17/2024
	Samuel, Aliyah	Teacher Aide, ES Daughtrey Elementary	10/5/2024
Transfer/Admin			
	Ornelas Rivera, Sandra	From: Teacher Aide, ESOL Palmetto High To: Graduation Enhancement Tech Professional Support Center	9/29/2024
	Santoro, Emilio	From: Teacher, Reading, HS Lakewood Ranch High	9/29/2024

Type		Information/Position/Location	Eff Date
		To: Instructional Specialist Lincoln Middle	
Transfer/Para			
	Giobergia, Valerie	From: School Registrar I, ES Freedom Elementary To: Teacher Aide, ESE Freedom Elementary	9/29/2024
Transfer/Prof			
	Allen, Kasie	From: Reading Coach, ES Samoset Elementary To: Reading Coach, ES Moody Elementary	9/29/2024
	Caamano, Vallerie	From: Graduation Enhancement Tech Moody Elementary To: Student Support Specialist Moody Elementary	9/29/2024
Transfer/Supp			
	Austin, Antionette	From: Assistant Manager, Food Service Bayshore High To: Food Service Worker-6 Hr. Bayshore Elementary	10/13/2024
	Gomez Andrade, Silvia	From: Food Service Worker-5 Hr. Lakewood Ranch High To: School Clerical Assistant, 10 Mo. Lakewood Ranch High	10/13/2024
	Lozano, Ana	From: School Clerical Assistant, 11 Mo Horizons Academy To: School Clerical Assistant, 10 Mo. Southeast High	10/2/2024
	Rivera, Bryant	From: Special Equipment Operator Matzke Support Center To: Electronics, Fire Alarm Tech Matzke Support Center	10/13/2024
	Rossil, Yohana	From: Food Service Worker-5 Hr. Wakeland Support Center To: Food Service Worker-5 Hr. Harllee Middle School	9/29/2024

AGENDA ITEM NO. 11.2

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Out of Field Content 10.8.2024
Out of Field ESOL 10.8.2024
Out of Field Reading 10.8.2024
OOF_Reading_10.22.2024_BM

OOF_ESOL_10.22.2024_BM
OOF_Content_10.22.2024_BM

Out of Field Content 1/8/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2027
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2026
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, Kindergarten	Gifted Endorsement Class 3	5/31/2026
Lazzari,Michael	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2026
Wood,Terry Annette	Prine Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/1/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Bratton,Kamille J	Bashaw Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Johnson,Robert Fredrick	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Shelby,Tiara Danielle	Bayshore Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	5/31/2025
Calhoun,Katharine Esther	Bayshore High School	Tchr, VE	Mathematics 6-12	5/31/2025
Johnson,Jalla Shandell	Bayshore High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Townson,Dana D.	Bayshore High School	Tchr, Electronics	Engineering and Technology Education	5/31/2025
DHaiti,Joseph	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Anderson,Nadine P	Buffalo Creek Middle School	Tchr, Business Technology	Business Education 6-12	5/31/2025
Zaccaria,Amanda	Buffalo Creek Middle School	Tchr, Comm Syst Tech Ed	Engineering and Technology Education	5/31/2025
Zonta,Joshua J	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Hughes,Holley	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Lindquist,Katie	Freedom Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2025
Pimentel,Yris	Horizons Academy	Tchr, ESOL Resource	Elementary Education K-6	5/31/2025
Perez,Charlene Rene	King Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2025
Harper,Tammy	Lakewood Ranch High School	Tchr, Science, HS	Business Education 6-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	English 6-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	Social Science 6-12	5/31/2025
Wollard,Kimberly Hollie	Lee Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2025
Ferri,Peter Attilio	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Social Science 6-12	5/31/2025
Shimmell,Mercedes	Manatee Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2025
Bollmeyer,Lyn M	Manatee High School	Tchr, Art, HS	Art K-12	5/31/2025
Kilkowski,Harry J	Manatee High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2025
Mancuso,David J.	Manatee Technical College	Tchr, Business Technology Educ	Business Education 6-12	5/31/2025
Huber,Kelly E.	Myakka Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2025
Ciasto,Kailah Marie	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Cushing,Katelyn	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Lazzari,Michael	Palmetto High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2025
Morvan,Rodney	Palmetto High School	Tchr, Technology	Engineering and Technology Education	5/31/2025
Thomas,Alex H	Palmetto High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2025
D'Urso,Caitlyn	Parrish Community High School	Tchr, Science, HS	Chemistry 6-12	5/31/2025
Driggers,Katherine	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Arambulo,Patricia	Rogers Garden-Bullock ES	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Cummings,Stacy A.	Rogers Garden-Bullock ES	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Daum,Jennifer	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Cheek,Jeremiah James	Southeast High School	Tchr, Science, HS	Social Science 6-12	5/31/2025
Farrow,Brandon Joshua	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
McNamara,Hailey Erica	Southeast High School	Tchr, Emotion/Behavr Disabil	Business Education 6-12	5/31/2025
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	5/31/2025
Warnock,Amelia	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
Critzer,Michael	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	3/31/2025
McDonald,Ann M.	Lee Middle School	Tchr, Resource	Exceptional Student Education K-12	3/18/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/20/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	2/20/2025
Jones Jr,Thirus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	2/5/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/31/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	1/30/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	Elementary Education K-6	1/16/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/8/2025
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	1/7/2025
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/5/2025

Conrad,Natalie Nicole	Bayshore High School	Tchr, Science, HS	Middle Grades Mathematics 5-9	11/27/2024
Bartens,Jennifer Ann	Oneco Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	11/3/2024
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	11/1/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Social Studies, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Lakewood Ranch High School	Tchr, Technology	Business Education 6-12	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2024
Broxterman,Nicole Tadea	Lincoln Memorial Middle School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	Middle Grades English 5-9	5/31/2024
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Bragg,William E	Manatee High School	Tchr, ESOL Resource	World Language – Spanish K-12	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Mulligan,Christina	McNeal Elementary School	Tchr, Third Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, HS Classroom	World Language – Spanish K-12	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Griggs,Rachel Louise	Samoset Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Reading, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Social Studies, MS	Business Education 6-12	5/31/2024
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2024
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	Mathematics 6-12	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/17/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Esposito,Juliette	Parrish Community High School	Tchr, Social Studies, HS	Elementary Education K-6	10/30/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Autism Spectrum Disorder	PreKindergarten Disabilities Endorsement	10/22/2023
Riggio,Joseph M	Tillman Elementary School	Tchr, Art, ES	Elementary Education K-6	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
McMahon,Nicole E	Bashaw Elementary School	Tchr, Third Grade	PreKindergarten/Primary Education PK-3	5/31/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023

Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Royer,Madison	Moody Elementary School	Tchr, Fourth Grade	Biology 6-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, First Grade	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Gifted Endorsement Class 2	11/1/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Upson,Stephanie	Williams Elementary School	Tchr, Second Grade	English 6-12	11/1/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Other Classroom	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Artis,Heather E.	Rogers Garden-Bullock ES	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2022
Geldmaker,Stephanie	Sugg Middle School	Tchr, VE	Elementary Education K-6	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Third Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Samoset Elementary School	Tchr, Fourth Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	12/2/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021

Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Clark,Ariane Michelle	Braden River High School	Tchr, Science, HS	Elementary Education K-6	9/28/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
Ngo,Jacqueline L	Blackburn Elementary School	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Steinberg,Brittney S	Daughtrey Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/1/2021
Murphy,Alesha Sharay	Parrish Community High School	Tchr, Intellctual Disabilities	English 6-12	1/6/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/2/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Balsai,Gina Maria	Mills Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Devlin,Brittany	Southeast High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/30/2020
Steinberg,Brittney S	Daughtrey Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/1/2020
Bailey,Beth	Sea Breeze Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	Manatee High School	Tchr, Other Classroom	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Bashaw Elementary School	Tchr, Pre-K	Elementary Education K-6	10/5/2019
King,Christopher T.	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Cromartie,Kiara Timesha	Lee Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, VE	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018

Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

Out of Field ESOL 10/8/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Martinez,Maria Jose	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Anderson,Micah Sarita	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Castiglioni,Emily	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Baker,Caitlyn Alexandria	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Hamilton,Kara	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Pescuma,Tarynn Ashley	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Owens,Felicia	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Skelton,Jenna	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Yates,Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026
Korompilas,Dena Alexandra	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Rademacher,Haley Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Nestleroad,Chelsea	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Braden River High School	Tchr, Business Technology Educ	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schiffer,Ann Bryant	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Johnson,Malysa	Lakewood Ranch High School	Tchr, ESE, OJT	ESOL End. Class 1	8/1/2025
Monoki,Christopher Noel	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 2	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Sizemore,Mallory Anne	Nolan Middle School	Tchr, Science, MS	ESOL End. Class 2	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025

Danko,Ashley Anne	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Larocca,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Whitlock,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
McFarland,Joseph Anthony	Southeast High School	Tchr, Music, HS	ESOL End. Class 3	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Leupold,Jonathan	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Willsen,Eric	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Horizons Academy	Tchr, VE	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024

Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Busick,Katherine	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Vargas Perez,Alicia	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Davis,Michael R	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Santos,Vickie	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/30/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023

Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Darnell,Amanda Nicole	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Perry,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Gould,Lindsay E.	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	McNeal Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Bankovich,Hilari Leigh	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Snodgrass,Cailei Marie	Prine Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Clark,Amanda Marlene	Southeast High School	Tchr, TV Production	ESOL End. Class 3	8/1/2019

Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004

Out of Field Reading 10/8/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stewart,Dawn Delores	Manatee Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1	11/1/2021
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023

OOF Reading 10.22.2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Alfonso,Maridel Lonceroz	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement	5/31/2025
Stewart,Dawn Delores	Manatee Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Reading Endorsement	5/31/2025
Vargas Perez,Alicia	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement	5/31/2025
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 2	11/1/2022
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 1	11/1/2021
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1	11/1/2021
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Brack,Elizabeth K.	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement	5/31/2025
Cadle,Mryia Ann	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Trivedi,Palak	Witt Elementary School	Tchr, First Grade	Reading Endorsement	5/31/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Reading Endorsement	5/31/2025
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Davis,Stacy	Freedom Elementary School	Tchr, VE	Reading Endorsement	5/31/2025
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	Reading Endorsement	5/31/2025
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	Reading Endorsement	5/31/2025
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Reading Endorsement	5/31/2026
Hagan,Barbara	Willis Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Hubley,Jennifer D.	Willis Elementary School	Tchr, Fourth Grade	Reading Endorsement	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Reading Endorsement	5/31/2025
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Padro,Jaycey	Willis Elementary School	Tchr, Second Grade	Reading Endorsement	5/31/2025
Podolan,Megan Nicole	Willis Elementary School	Tchr, Fourth Grade	Reading Endorsement	5/31/2025
Semmelroth,Brookelynn	Willis Elementary School	Tchr, Third Grade	Reading Endorsement	5/31/2025
Senyshyn,Dana	Willis Elementary School	Tchr, Second Grade	Reading Endorsement	5/31/2025
Tomlin,Suzanne M.	Willis Elementary School	Tchr, Fifth Grade	Reading Endorsement	5/31/2025
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023

OOF ESOL 10/22/2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Martinez,Maria Jose	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Burt,Thomas	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Anderson,Micah Sarita	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Castiglioni,Emily	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Beverly,Camden Rain	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2026
Padilla,Christopher D	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Rostampour,Michael Maziar	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Stanley,Lauren Marie	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Baker,Caitlyn Alexandria	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Tardiel,Marcia Lorriane	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026
Manfredi,Jaden	Braden River Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Barkasy,Theresa G	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Hamilton,Kara	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Kepler,Kalei	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Gulsby,Nicole T.	Braden River Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026
Gleason,Jennifer	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
McLaughlin,William	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2026
Pescuma,Tarynn Ashley	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Mainstone,Angela Dawn	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026
Owens,Felicia	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Skelton,Jenna	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Yates,Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Sabatino,Michael	Mills Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2026
Royston,Emily Elizabeth	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2026
Korns,Maria	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Dubernas,Melissa Noelle	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026
Korompilas,Dena Alexandra	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Rademacher,Haley Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Malone,Meaghan	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Nestleroad,Chelsea	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Troyer,Amanda	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/30/2026
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Freitag,Oksana Vitalievna	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Braden River High School	Tchr, Business Technology Educ	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schiffer,Ann Bryant	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Johnson,Malysa	Lakewood Ranch High School	Tchr, ESE, OJT	ESOL End. Class 1	8/1/2025
Monoki,Christopher Noel	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 2	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025

Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Sizemore,Mallory Anne	Nolan Middle School	Tchr, Science, MS	ESOL End. Class 2	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Larocca,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Whitlock,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Robertson,April	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Tenchavez,Leah	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
McFarland,Joseph Anthony	Southeast High School	Tchr, Music, HS	ESOL End. Class 3	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Leupold,Jonathan	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Willsen,Eric	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024

Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Horizons Academy	Tchr, VE	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Peart,Tracy Ann N	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Busick,Katherine	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Davis,Michael R	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024

McNear,Koral	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Kerlin,Rebecca Nichols	Williams Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Santos,Vickie	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/30/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Darnell,Amanda Nicole	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Perry,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Hamel,Kelly L	Jain Middle School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	McNeal Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Clark,Ariane Michelle	Braden River High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Holt,Kaylinka	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Hennessy-Seguin,Megan	Myakka Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022

Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Math Coach, ES	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Snodgrass,Cailei Marie	Prine Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Clark,Amanda Marlene	Southeast High School	Tchr, TV Production	ESOL End. Class 3	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004

OOF Content 10/22/2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Exceptional Student Education K-12	2/20/2028
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2027
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/20/2027
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2026
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, Kindergarten	Gifted Endorsement Class 3	5/31/2026
Lazzari,Michael	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2026
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	English 6-12	2/20/2026
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Mathematics 5-9	8/1/2025
Wood,Terry Annette	Prine Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/1/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Bratton,Kamille J	Bashaw Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Drendel,Karrie	Bashaw Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Johnson,Robert Fredrick	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Shelby,Tiara Danielle	Bayshore Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	5/31/2025
Calhoun,Katharine Esther	Bayshore High School	Tchr, VE	Mathematics 6-12	5/31/2025
Johnson,Jalla Shandell	Bayshore High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Townson,Dana D.	Bayshore High School	Tchr, Electronics	Engineering and Technology Education	5/31/2025
DHaiti,Joseph	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Rycerz,Cynthia	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Chandler,Braden E.	Braden River High School	Tchr, VE	Middle Grades General Science 5-9	5/31/2025
Chandler,Braden E.	Braden River High School	Tchr, VE	Social Science 6-12	5/31/2025
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Miller,Christine Latoya	Braden River High School	Tchr, ESE, OJT	English 6-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, Emotion/Behavr Disabil	Art K-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, Emotion/Behavr Disabil	Physical Education K-12	5/31/2025
Dunfee,Brittany	Braden River Middle School	Tchr, Technology	Business Education 6-12	5/31/2025
Massa,Melissa	Braden River Middle School	Tchr, Science, MS	Middle Grades Social Science 5-9	5/31/2025
Anderson,Nadine P	Buffalo Creek Middle School	Tchr, Business Technology	Business Education 6-12	5/31/2025
Zaccaria,Amanda	Buffalo Creek Middle School	Tchr, Comm Syst Tech Ed	Engineering and Technology Education	5/31/2025
Zonta,Joshua J	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Davis,Stacy	Freedom Elementary School	Tchr, VE	Elementary Education K-6	5/31/2025
Hughes,Holley	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Lindquist,Katie	Freedom Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Tovell,Andrew	Freedom Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2025
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2025
Pimentel,Yris	Horizons Academy	Tchr, ESOL Resource	Elementary Education K-6	5/31/2025
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades English 5-9	5/31/2025
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2025
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	5/31/2025
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Mathematics 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades English 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades Mathematics 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades General Science 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades Social Science 5-9	5/31/2025
Perez,Charlene Rene	King Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2025
O'Came,Courtney Marie	Kinnan Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Sharp,Ellie	Kinnan Elementary School	Reading Coach, ES	Readinbg K-12	5/31/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2025
Harper,Tammy	Lakewood Ranch High School	Tchr, Science, HS	Business Education 6-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	English 6-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	Social Science 6-12	5/31/2025
Atkins,CindyAnn A	Lee Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	Hearing Impaired K-12	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Mathematics 5-9	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Social Science 5-9	5/31/2025
Wollard,Kimberly Hollie	Lee Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2025
Ferri,Peter Attilio	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Social Science 6-12	5/31/2025
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2025
Denise,Abigail	Manatee Elementary School	Reading Coach, ES	Exceptional Student Education K-12	5/31/2025
Engram,Leah Sharai	Manatee Elementary School	Counselor ES	Exceptional Student Education K-12	5/31/2025
Shimmell,Mercedes	Manatee Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2025
Bollmeyer,Lyn M	Manatee High School	Tchr, Art, HS	Art K-12	5/31/2025
Kilkowski,Harry J	Manatee High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2025
Mancuso,David J.	Manatee Technical College	Tchr, Business Technology Educ	Business Education 6-12	5/31/2025

Huber,Kelly E.	Myakka Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Bankovich,Hilari Leigh	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	5/31/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Social Science 6-12	5/31/2025
Ciasto,Kailah Marie	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Cushing,Katelyn	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Lazzari,Michael	Palmetto High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2025
Morvan,Rodney	Palmetto High School	Tchr, Technology	Engineering and Technology Education	5/31/2025
Thomas,Alex H	Palmetto High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2025
D'Urso,Caitlyn	Parrish Community High School	Tchr, Science, HS	Chemistry 6-12	5/31/2025
Driggers,Katherine	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Arambulo,Patricia	Rogers Garden-Bullock ES	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Cummings,Stacy A.	Rogers Garden-Bullock ES	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Daum,Jennifer	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Bayliss,Kathleen C.	Sea Breeze Elementary School	Tchr, Pre-K Integrated	PreKindergarten Disabilities Endorsement	5/31/2025
Bayliss,Kathleen C.	Sea Breeze Elementary School	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2025
Cheek,Jeremiah James	Southeast High School	Tchr, Science, HS	Social Science 6-12	5/31/2025
Farrow,Brandon Joshua	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Kretchman,Elly Justine	Southeast High School	Reading Coach, HS	Readinbg K-12	5/31/2025
McNamara,Hailey Erica	Southeast High School	Tchr, Emotion/Behavr Disabil	Business Education 6-12	5/31/2025
Czajkowski,Krista	Stewart Elementary School	Tchr, VE	Elementary Education K-6	5/31/2025
Salinas Carias,Stephanie G.	Sugg Middle School	Tchr, ESOL Resource	English 6-12	5/31/2025
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	5/31/2025
Warnock,Amelia	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2025
Sidonio,Jenna	Witt Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/31/2025
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/30/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
Critzer,Michael	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	3/31/2025
McDonald,Ann M.	Lee Middle School	Tchr, Resource	Exceptional Student Education K-12	3/18/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/20/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	2/20/2025
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Social Science 6-12	2/20/2025
Jones Jr,Thirus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	2/5/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/31/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	1/30/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	Elementary Education K-6	1/16/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	1/7/2025
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/5/2025
Conrad,Natalie Nicole	Bayshore High School	Tchr, Science, HS	Middle Grades Mathematics 5-9	11/27/2024
Bartens,Jennifer Ann	Oneco Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	11/3/2024
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	11/1/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Social Studies, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Lakewood Ranch High School	Tchr, Technology	Business Education 6-12	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2024
Broxterman,Nicole Tadea	Lincoln Memorial Middle School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	Middle Grades English 5-9	5/31/2024
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Bragg,William E	Manatee High School	Tchr, ESOL Resource	World Language – Spanish K-12	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Mulligan,Christina	McNeal Elementary School	Tchr, Third Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024

Barco,Adriana	Palmetto High School	Tchr, HS Classroom	World Language – Spanish K-12	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Griggs,Rachel Louise	Samoset Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Reading, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Social Studies, MS	Business Education 6-12	5/31/2024
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	Mathematics 6-12	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/17/2024
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Esposito,Juliette	Parrish Community High School	Tchr, Social Studies, HS	Elementary Education K-6	10/30/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Autism Spectrum Disorder	PreKindergarten Disabilities Endorsement	10/22/2023
Riggio,Joseph M	Tillman Elementary School	Tchr, Art, ES	Elementary Education K-6	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Couvertier,Martha	Manatee Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Royer,Madison	Moody Elementary School	Tchr, Fourth Grade	Biology 6-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, First Grade	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Gifted Endorsement Class 2	11/1/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Upson,Stephanie	Williams Elementary School	Tchr, Second Grade	English 6-12	11/1/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022

Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Other Classroom	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Artis,Heather E.	Rogers Garden-Bullock ES	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2022
Geldmaker,Stephanie	Sugg Middle School	Tchr, VE	Elementary Education K-6	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Third Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Samoset Elementary School	Tchr, Fourth Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	12/2/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Ngo,Jacqueline L	Blackburn Elementary School	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Reynolds Sr,Kyler Demarco	Samoset Elementary School	Specialist, Student Support	Mathematics 6-12	5/31/2021
Brydson,Raynard E.	Sea Breeze Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2021

Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Steinberg,Brittney S	Daughtrey Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/1/2021
Murphy,Alesha Sharay	Parrish Community High School	Tchr, Intellctual Disabilities	English 6-12	1/6/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/2/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Balsai,Gina Maria	Mills Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Devlin,Brittany	Southeast High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/30/2020
Mainer,Angela K	Braden River Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Steinberg,Brittney S	Daughtrey Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/1/2020
Bailey,Beth	Sea Breeze Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	Manatee High School	Tchr, Other Classroom	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Bashaw Elementary School	Tchr, Pre-K	Elementary Education K-6	10/5/2019
King,Christopher T.	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Cromartie,Kiara Timesha	Lee Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, VE	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

AGENDA ITEM NO. 11.3

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

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

Executive Summary
The following school(s) have requested a waiver of the Manatee Education Association's (MEA) Collective Bargaining Agreement in compliance with Article I - Purpose, Section 2 - Waivers to Contract Language. The MEA Executive Board has approved the 2024-2025 school year waivers.

Waiver Approved by the MEA Board for 2024-2025:

- Ballard Elementary - Department Chairpersons or Team Leaders
- Bayshore High - Student Government
- Blackburn Elementary - Department Chairpersons or Team Leaders
- Jain Middle - Department Chairpersons and Testing Coordinator
- King Middle - Department Chairpersons
- Mills Elementary - National Honor Society Sponsor
- Myakka Elementary - Elementary Planning
- Southeast High - Department Chairperson and Swim Head Coach
- Stewart Elementary - Team Leaders
- Witt Elementary - Team Leaders, Child Study Chair and National Honor Society

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Ballard ES - Department Chairpersons or Team Leaders
Bayshore HS - Student Government
Blackburn ES - Department Chairpersons or Team Leaders

Jain MS - Department Chairpersons and Testing Coordinator
King MS - Department Chairpersons
Mills ES - National Honor Society Sponsor
Myakka ES - Elementary Planning
Southeast HS - Department Chairpersons and Swim Head Coach
Stewart ES - Team Leaders
Witt ES - Team Leaders, Child Study Chair and National Honor Society

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Ballard Elementary

1. Briefly describe the plan and explain why a contract waiver is needed:

At Ballard Elementary School we currently have seven Team Leader supplements to assign to teachers in the amount of $1,372.00 each. In order to have all teaching areas represented Pre-K through 5th grade, ESE, Fine Arts, and Discipline we are requesting to be granted a waiver to split the amount for 7 supplements among 12 Team Leaders positions at $800.33 each for the year.

2. Section of contract for which waiver is requested:

ARTICLE XII **SECTION 2**

TEXT: Section 2 - Supplemental Salary Schedule

The supplemental salary schedule shall be as set forth in Appendix "B".

DEPARTMENT CHAIRPERSONS OR TEAM LEADERS DEPARTMENT CHAIRPERSONS – Team Leader 10 Month $1,372

3. Date faculty meeting presentation of plan was made: August 9, 2024

Documentation to Request Waiver of Contract Language, Cont'd

School: Ballard Elementary School

4. Date written copy of contract language was distributed to faculty: August 9, 2024

5. Date secret ballot election was held :August 16, 2024

6. Vote certification:

a.	Number of full-time teachers:	36
b.	Number of ballots cast:	25
c.	Number voting to request waiver:	22
d.	Number voting not to request waiver:	3

Name	Position
Laura McInnis	Teacher
Frances Decker (Wylie)	Teacher
Michelle Stover Woods	Teacher

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE XII SECTION was followed at **Ballard Elementary School**

Principal

MEA Building Representative

ARTICLE I

PURPOSE

Section 1 - Parties

This agreement is entered into between the School Board of Manatee County and the Manatee Education Association pursuant to and in compliance with Chapter 447, Florida Statutes to provide the wages, hours, and terms and conditions of employment for teachers during theduration of this Agreement.

Section 2 - Waivers to Contract Language

Any school or work site may request a waiver to the provisions of the Master Contract between the Manatee Education Association and the Manatee County School Board. The waiver process shall also apply to any provision a school identified as a "D" or "F" school by the Florida Department of Education elects to include in its School Improvement Plan (SIP) if some portionof the plan requires a waiver of the collective bargaining agreement.

Any waivers granted will apply only to the school which applied for the waiver under the terms of this agreement. Waivers must be approved by the Superintendent and a designated officer or employee of the MEA.

The procedure for a request for a waiver will be as follows:

I . At a meeting of the members of the affected bargaining unit of the school or work site, the plan or program stating the need for requiring a waiver will be presented.

Each member of the affected bargaining unit will receive a written copy of the contract language for which the waiver is requested.

The written proposal for the waiver shall cite the specific article and section to be waived and describe the proposed modifications to the terms and conditions of employment that willexist for the school.

2. Following a minimum of two (2) working days, in a secret ballot election, the members of the affected bargaining unit will vote on whether or not to request the waiver. A provision shall be made for absentee ballots that shall be completed within three working days of the vote. A minimum of seventy-five percent of the members of the affected bargaining unit voting on the waiver must approve the waiver. The MEA building representative and the Principal will certify in writing the procedure was followed and the results of the vote. This written documentation will be included in the request for a waiver. Any teacher who is on leave during the entire voting period shall not be considered in the count of the total bargaining unit.

3. The plan and all written documentation, including a written statement outlining the need for the waiver must be approved by the Superintendent or designee and a representative of the MEA authorized to approve a waiver of the contract. If approved, the waiver along with the plan will be presented to the School Board for approval. Ifthe request is not approved by the Superintendent or the union, a copy of the request along with a written explanation of why the request was not approved will be returned to the school. In this case, the school may have the option of addressing the concern and resubmitting the request for approval.

4. Approved waivers will be valid for a period of one school year only and will apply only to the school requesting the waiver. A request to continue the waiver beyond one school year must be re-submitted through the entire process each school year.

5. After any semester during the school year in which the waiver has been in effect a request for a review stating the reason for the review and signed by thirty percent (30%) of the affected bargaining unit may be presented to the Superintendent and the MEA. The Superintendentand the Association will meet to discuss and suggest a resolution to the concerns raised bythe request for review.

6. Waivers granted to the Master Contract for the teachers bargaining unit will apply only to the personnel specified as members of the teachers bargaining unit and will not apply to any employees not a part of the bargaining unit.

7. The contract provision regarding Article V, Section 2, The Basic School Day, will not be waived.

8. Schools requesting a waiver may vote for that waiver any time during the school year but may vote only once per year on a given subject. A subject will be defined as any section of an Article or an attachment of the current contract. Schools may vote during the SpringSemester of the previous school year for items that will be in effect the following schoolyear. The vote will count as the only vote allowed on the given subject for the following school year.

Ballard Elementary
Ballot for Contract Waiver
Team Leaders
Vote August 14, 2024 to August 16, 2024

Please mark one and return to the ballot box in mailbox room by the end of the day on August 16, 2024

_____ Yes, I support the waiver of ARTICLE 1 SECTION 2 and Appendix "B" of the Teacher Contract for 12 team leader supplements at $800.33

_____ No, I do not support the waiver of ARTICLE 1 SECTION 2 and Appendix "B" of the Teacher Contract for 12 team leader supplements at $800.33

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Bayshore High School

1. Briefly describe the plan and explain why a contract waiver is needed:

We have 2 members of the teacher bargaining unit who have agreed to share the Student Government duties.

The contract only allows 1 person to receive a supplement. This wairer is needed for these two teachers to split the supplement.

2. Section of contract for which waiver is requested:

ARTICLE _____, SECTION _____ Appendix B

TEXT: Student Government $ _____

Split into 2

3. Date faculty meeting presentation of plan was made: Aug 28, 2024

Documentation to Request Waiver of Contract Language, Cont'd

School: Bayshore High School

4. Date written copy of contract language was distributed to faculty: Aug 28, 2024

5. Date secret ballot election was held: Aug 30 - Sep 4, 2024

6. Vote certification:

a.	Number of full-time teachers:	86
b.	Number of ballots cast:	65
c.	Number voting to request waiver:	65
d.	Number voting not to request waiver:	Ø

Name [signature] Position Graduation Coach

Name [signature] Position Sr. School Secretary

Name Position

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE I, SECTION 2 was followed at Bayshore High School.

Principal [signature] MEA Building Representative [signature]

Pat Barber

Manatee Education Association

1523 6th Avenue West G-1

Bradenton, FL 34205-6705

Dear Ms. Barber,

This letter is a request to waive the contract language of the master contract between the Manatee Education Association and the School Board of Manatee County. Blackburn Elementary was allocated 7 (Seven) team leader supplements for the 2024-2025 school year, at $1372.00 each for a total of $9604.00. Our teachers voted unanimously in a secret ballot to expand the number of our team leaders 9 (Nine)to provide representation to Kindergarten, ESE and Fine Arts Teams.

If approved by the MEA and the District, each Team Leader would receive $1067.11. All MEA contract waiver guidelines were followed. Each Team leader would receive.

Documentation for Request to Waive
Contract Language of
Master Contract Between
Manatee Education Association and
School Board of Manatee County

1. **Briefly describe the plan and explain why a contract waiver is needed.**

   Blackburn Elementary has been allocated 7 Team Leader supplements for the 2024-2025 school year at $1372.00 each for a total of $9604.00. We wish to expand our Team Leaders to 9 (Nine) to provide representation to the Kindergarten, ESE and Fine Arts team. Each Team Leader would receive $1067.11.

2. **Section of the contract for which the waiver is requested:**

   Appendix "B"

   TEXT: Department Chairperson or Team Leaders. Team Leaders, 10 Months $1372.00

3. **Date Faculty Meeting Presentation of the Plan Made:**

   08/05/2024

Documentation For Request to Waive Contract Language

4. **Date written copy of Contract Language distributed to Faculty:**

   08/05/2024

5. **Date secret ballot election held:**

   08/06/2024-08/08/2024

6. **Vote Certification**

   a. **Number of Full Time Teachers: 40**
   b. **Number of Ballots Cast: 5**
   c. **Number voting to request waiver: 5**
   d. **Number voting to NOT request waiver: 0**

Name: _____ **Position:** AP

Name: _____ **Position:** AP/CO

Name: _____ **Position:** Guidance Clerk

My signature indicates that I am certifying the procedure for requesting waivers in Article I, Section II was followed at Blackburn Elementary School."

_____ _____

Principal MEA Representative

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ASSOCIATION

- *Voice of the Professional Educator* -

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WWW.MANATEEEA.ORG

Waivers:

1. After the vote, if the waiver passed, fill out the form and have the Principal and the MEA Building Rep sign the form that verifies the election results. The actual ballots do not need to be supplied to MEA. We recommend the school keep the ballots on file for the year the waiver is in effect.

2. The signed form along with a short letter requesting a waiver should be sent to Pat Barber at MEA. The form may be sent through the courier to "MEA" or mailed to: MEA, 1523 6th Avenue West G-1, Bradenton FL 34205-6705, or can be emailed to MEA at association@manateeschools.net.

3. The waiver must be approved by the MEA Executive Board, which meets the second Wednesday of each month.

4. A copy of the form along with a short request for the School Board to waive the contract should be sent to: SBMC, Director of Human Resources. (The School Board must also approve the waiver.) In the past, the procedure has been for MEA to review the request first and then the School Board.

5. If you have any questions, please call MEA at 747-5091 or email us at association@manateeschools.net.

Basic requirements for a waiver are a vote of "yes" to waive the specified section of the contract by 75% of the full-time teachers who work at the school. Aides, teacher assistance, social educators or any person paid on the paraprofessional contract shall not vote on a waiver for the teacher contract. Long-term subs do not vote.

All full-time regular classroom teachers as well as guidance counselors, ROTC instructors, ESE teachers and speech therapists who are assigned to the school as the home school may vote and count in the total vote.

07/2020

ARTICLE I - PURPOSE

Section 1 – Parties

This agreement is entered into between the School Board of Manatee County and the Manatee Education Association pursuant to and in compliance with Chapter 447, Florida Statutes to provide the wages, hours, and terms and conditions of employment for teachers during the duration of this Agreement.

Section 2 - Waivers to Contract Language

Any school or work site may request a waiver to the provisions of the Master Contract between the Manatee Education Association and the Manatee County School Board. The waiver process shall also apply to any provision a school identified as a "D" or "F" school by the Florida Department of Education elects to include in its School Improvement Plan (SIP) if some portion of the plan requires a waiver of the collective bargaining agreement.

Any waivers granted will apply only to the school which applied for the waiver under the terms of this agreement. Waivers must be approved by the Superintendent and a designated officer or employee of the MEA.

The procedure for a request for a waiver will be as follows:

1. At a meeting of the members of the affected bargaining unit of the school or work site, the plan or program stating the need for requiring a waiver will be presented.

   Each member of the affected bargaining unit will receive a written copy of the contract language for which the waiver is requested.

   The written proposal for the waiver shall cite the specific article and section to be waived and describe the proposed modifications to the terms and conditions of employment that will exist for the school.

2. Following a minimum of two (2) working days, in a secret ballot election, the members of the affected bargaining unit will vote on whether or not to request the waiver. A provision shall be made for absentee ballots that shall be completed within three working days of the vote. A minimum of seventy-five percent of the members of the affected bargaining unit voting on the waiver must approve the waiver. The MEA building representative and the Principal will certify in writing the procedure was followed and the results of the vote. This written documentation will be included in the request for a waiver. Any teacher who is on leave during the entire voting period shall not be considered in the count of the total bargaining unit.

3. The plan and all written documentation, including a written statement outlining the need for the waiver must be approved by the Superintendent or designee and a representative of the MEA authorized to approve a waiver of the contract. If approved, the waiver along with the plan will be presented to the School Board for approval. If the request is not approved by the Superintendent or the union, a copy of the request along with a written explanation of why

the request was not approved will be returned to the school. In this case, the school may have the option of addressing the concern and resubmitting the request for approval.

4. Approved waivers will be valid for a period of one school year only and will apply only to the school requesting the waiver. A request to continue the waiver beyond one school year must be re-submitted through the entire process each school year.

5. After any semester during the school year in which the waiver has been in effect a request for a review stating the reason for the review and signed by thirty percent (30%) of the affected bargaining unit may be presented to the Superintendent and the MEA. The Superintendent and the Association will meet to discuss and suggest a resolution to the concerns raised by the request for review.

6. Waivers granted to the Master Contract for the teachers bargaining unit will apply only to the personnel specified as members of the teachers bargaining unit and will not apply to any employees not a part of the bargaining unit.

7. The contract provision regarding Article V, Section 2, The Basic School Day, will not be waived.

8. Schools requesting a waiver may vote for that waiver any time during the school year but may vote only once per year on a given subject. A subject will be defined as any section of an Article or an attachment of the current contract. Schools may vote during the Spring Semester of the previous school year for items that will be in effect the following school year. The vote will count as the only vote allowed on the given subject for the following school year.

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Dr. Mona Jain Middle School

1. Briefly describe the plan and explain why a contract waiver is needed:

DMJ would like to split the department chair and testing coordinator supplements in half. Splitting the department chair from 4 to 8 supplements allows for more members of the school community to be a part of the leadership team. Having 8 members allows the entire school community to be represented and develops a positive academic environment. Splitting the testing coordinator in two allows the immense work to be shared by two staff members.

Staff Verbally notified in staff meeting on 8/7/24
Staff Notified in writing on 8/5/24- email due to storm
Voted occured 8/12-8/13/24

2. Section of contract for which waiver is requested:

ARTICLE XII, SECTION 2

TEXT: Appendix B, Department Chair and Testing Coordinator Supplements.

3. Date faculty meeting presentation of plan was made: 8/7/24- due to storm

Documentation to Request Waiver of Contract Language, Cont'd

School: Dr. Mona Jain Middle School

4. Date written copy of contract language was distributed to faculty: August 5th, 2024

5. Date secret ballot election was held: 8/12-13/24

6. Vote certification:

a.	Number of full-time teachers:	45
b.	Number of ballots cast:	40
c.	Number voting to request waiver:	34
d.	Number voting not to request waiver:	6

Name	Position
Melissa Cohen	Media Specialist · MEA Rep
Raquel Araujo	Senior Secretary
Lindsay Csogi	SSS

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE XII, SECTION 2 was followed at Dr. Mona Jain Middle School.

Principal

MEA Building Representative

Supplement Description	2023-2024
D. GUIDANCE COUNSELORS	
"With or without full teaching duties, plus responsibility for vocational and academic guidance counseling, testing, and/or administrative duties in elementary, middle or high schools as assigned by the principal."	
10- Month - 196 Duty Days	$3,438
11- Month - 216 Duty Days	$3,780
E. VOCATIONAL AGRICULTURE HIGH SCHOOLS	
10- Month - 196 Duty Days	$3,671
11- Month - 216 Duty Days	$4,036
MIDDLE SCHOOLS	
10- Month - 196 Duty Days	$1,835
11- Month - 216 Duty Days	$2,018

With full-time teaching in either middle or high school or both, and the sponsorship of an FFA chapter which meets all state standards regarding home visitation, etc. supplement.

F. DRAMA COACHES	$3,438
G. DEPARTMENT CHAIRPERSONS OR TEAM LEADERS	
DEPARTMENT CHAIRPERSONS - 10 Month	$2,345
DEPARTMENT CHAIRPERSONS - 11 Month	$2,580
ESE SECONDARY CHAIRPERSON	$4,059
TEAM LEADERS - 10 MONTH	$1,372
TEAM LEADERS - 11 MONTH	$1,510

**SECONDARY - the chairperson of a department which has five or more fulltime instructors will be entitled to supplemental pay.

MIDDLE SCHOOL ESE department chairperson's supplements shall be granted where there are at least five full-time or the equivalent ESE instructors.

ELEMENTARY SCHOOL additional Team Leaders shall be granted where there are at least five full time or equivalent instructors for special areas and ESE/VPK

The assignment of such a department chairperson and the responsibilities involved will be decided in conference with the Assistant Superintendent for Curriculum and Instruction, the Directors of Elementary, Middle or High Schools and the Principal of the school.

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Heather Anderson agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Heather Anderson
Teacher Name:

Heather L. Anderson 8/13/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlow
Principal Name:

Kate Barlow 8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Kristin Beck agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Kristin D. Beck
Teacher Name:

8/20/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlaws
Principal Name:

Kate Barlaws 8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Kimberly David agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Kimberly David
Teacher Name:

Kimberly David 8/13/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Bardawil
Principal Name:

8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Gregory Human agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Greg Human
Teacher Name:

8/20/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlow
Principal Name:

Kate Barlow 8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Erina Munoz agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Erina Munoz
Teacher Name:

Erina Munoz 8/14/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlaug
Principal Name:

Kate Barlaug 8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Katelyn Reyes agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Katelyn Reyes
Teacher Name:

8/13/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlow
Principal Name:

Kate Barlow 8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Alexis Rivard agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Alexis Rivard
Teacher Name:

8/15/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlow
Principal Name:

Kate Barlow 8/13/24
Principal Signature/Date:

August 13, 2024

2023-2024 MEA Contract Waiver Agreement for Department Chair Supplement

I Hilary Sperry agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $2233. I agree to the amount of $1165.50 as I split the supplement with a colleague.

Hilary Sperry
Teacher Name:

8/14/24
Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlow
Principal Name:

8/13/24
Principal Signature/Date:

Supplement Description	2023-2024
CAREER TECH SERVICES ORG (CTSO) SPONSOR ELEM	$525
VARSITY CHEERLEADER SPONSOR	$5,153
ASSISTANT CHEERLEADER SPONSOR	$3,535
YEARBOOK SPONSOR	$2,529
SCHOOL NEWSPAPER SPONSOR	$2,529
O. PROFESSIONAL PEER S.A.M.P. SALARY	$1,464
(Psychologists and Social Workers)	
P. JROTC	$3,779
Q. TESTING COORDINATOR	$1,407
R. MEDIA SPECIALIST	$2,346
S. CHILD STUDY TEAM COORDINATOR	$2,346
T. EQUIPMENT MANAGER	
U. CRITICAL SHORTAGE AREAS:	

"The superintendent, after conferring with the MEA president, will designate critical shortage areas at Title 1 middle or high schools in the certification areas as defined in Florida Statute 1012.07. Such a designation will allow the district to pay a one-time hiring supplement in the amount of $3,000.00"

August 13, 2024

2024-2025 MEA Contract Waiver Agreement for Testing Coordinator Supplement

I Amanda Callihan agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $1407. I am agreeing to the amount of $703.50 as I split the supplement with a colleague.

Amanda Callihan
Teacher Name:

Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlow
Principal Name:

8/13/24
Principal Signature/Date:

August 13, 2024

2024-2025 MEA Contract Waiver Agreement for Testing Coordinator Supplement

I Rene Lewis agree to split the department chair supplement with another individual. Per the MEA contract a department chair supplement is $1407. I am agreeing to the amount of $703.50 as I split the supplement with a colleague.

Rene L. Lewis
Teacher Name:

Teacher Signature/Date:

Melissa Cohen
Union Rep Name:

Melissa Cohen 8/13/24
Union Rep Signature/Date:

Kate Barlas
Principal Name:

8/13/24
Principal Signature/Date:

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: King Middle School

1. Briefly describe the plan and explain why a contract waiver is needed:

A Waiver is needed to split the 4 allocations given from the district for department chairs between 5 teachers equally. This would change the supplement amount from $2,345 to $1,876.

2. Section of contract for which waiver is requested:

Appendix
ARTICLE B, SECTION G

TEXT: Department Chairpersons Supplement $2,345

3. Date faculty meeting presentation of plan was made: 8/7/24

Documentation to Request Waiver of Contract Language, Cont'd

School: King Middle School

4. Date written copy of contract language was distributed to faculty: 8/7/24

5. Date secret ballot election was held: 8/12/24

6. Vote certification:

a.	Number of full-time teachers:	56
b.	Number of ballots cast:	34
c.	Number voting to request waiver:	29
d.	Number voting not to request waiver:	5

Name	Position
Jon Syre	MEA Teacher
Erica Nelson	SSS
[signature]	Principal

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE Appendix B, SECTION G was followed at King Middle School.
School

Principal

MEA Building Representative

Virgil Mills Elementary School

7200 69th Street East, Palmetto, FL 34221 (941)721-2140 fax(941)721-2152
http://www.edline.net/pages/sdmcmillses

Jim Mennes
Principal

Felicia Collett
Assistant Principal

Michelle Metcalf
Senior Secretary

August 26, 2024

Dear Honorable Members of the Manatee Education Association Board:

This letter is to request a contract waiver for Virgil Mills Elementary in the school year of 2023 - 2024.

One of our stipend positions will be a shared positions and we would like the stipend shared between them for our National Honor Society Sponsors.

As stated in Appendix B, in item O, the stipend for the National Honor Society Sponsor is $408 and the new division would be $204 each.

Contract procedures have been followed at our work site as outlined in Article 1 of the contract. We respectfully request your approval of these two items.

Sincerely,

Trisha Roth

Trisha Roth
Union Representative for Mills Elementary
Virgil Mills Elementary School

Virgil Mills Elementary School

7200 69th Street East, Palmetto, FL 34221 (941)721-2140 fax(941)721-2152
http://www.edline.net/pages/sdmcmillses

Jim Mennes
Principal

Felicia Collett
Assistant Principal

Michelle Metcalf
Senior Secretary

August 26, 2024

Dear Honorable Members of the Manatee County School Board:

This letter is to request a contract waiver for Virgil Mills Elementary in the school year of 2023 - 2024.

One of our stipend positions will be a shared positions and we would like the stipend shared between them for our National Honor Society Sponsors.

As stated in Appendix B, in item O, the stipend for the National Honor Society Sponsor is $408 and the new division would be $204 each.

Contract procedures have been followed at our work site as outlined in Article 1 of the contract. We respectfully request your approval of these two items.

Sincerely,

Trisha Roth

Trisha Roth
Union Representative for Mills Elementary
Virgil Mills Elementary School

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Virgil Mills Elementary

1. Briefly describe the plan and explain why a contract waiver is needed:

The position of National Honor Society Sponsor is shared by two people and we would like the stipend shared equally.

2. Section of contract for which waiver is requested:

ARTICLE ~~Appx B.~~ SECTION D

TEXT: The stipend for National Honor Society Sponsor is $408.

3. Date faculty meeting presentation of plan was made: 8/9/24

Documentation to Request Waiver of Contract Language, Cont'd

School: Virgil Mills Elementary School

4. Date written copy of contract language was distributed to faculty: 8/9/24

5. Date secret ballot election was held: 8/16/24

6. Vote certification:

a.	Number of full-time teachers:	53
b.	Number of ballots cast:	51
c.	Number voting to request waiver:	50
d.	Number voting not to request waiver:	1

Name	Position
Trisha Roth	MEA Building Rep

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE Apx B SECTION O was followed at Virgil Mills Elementary School.

Principal

Trisha Roth
MEA Building Representative

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WWW.MANATEEEA.ORG

Waivers:

1. After the vote, if the waiver passed, fill out the form and have the Principal and the MEA Building Rep sign the form that verifies the election results. The actual ballots do not need to be supplied to MEA. We recommend the school keep the ballots on file for the year the waiver is in effect.

2. The signed form along with a short letter requesting a waiver should be sent to Pat Barber at MEA. The form may be sent through the courier to "MEA" or mailed to: MEA, 1523 6th Avenue West G-1, Bradenton FL 34205-6705.

3. The waiver must be approved by the MEA Executive Board, which meets the second Wednesday of the month.

4. A copy of the form along with a short request for the School Board to waive the contract should be sent to: SBMC, Director of Human Resources. (The School Board must also vote to approve the waiver.) In the past, the procedure has been for MEA to review the request first and then the School Board.

4. If you have any questions, please call MEA at 747-5091 or email us at association@manateeschools.net.

Basic requirements for a waiver are a vote of "yes" to waive the specified section of the contract by 75% of the full-time teachers who work at the school. Aides, teacher assistants, social educators or any person paid on the paraprofessional contract shall not vote on a waiver for the teacher contract. Long-term subs do not vote.

All full time regular classroom teachers as well as guidance counselors, ROTC instructors, ESE teachers and speech therapists who are assigned to the school as the home school may vote and count in the total vote.

06/17

MYAKKA CITY ELEMENTARY
MUSTANGS
ACADEMICS | AGRICULTURE | LEADERSHIP

37205 Manatee Ave., Myakka City, FL 34251
ManateeSchools.net/myakka

August 12, 2024

To Whom it May Concern,

Attached you will find documentation for a request to waive the contract language from Myakka City Elementary School.

We are requesting a waiver to the contract for the 2024-2025 school year proposing that teachers have 225 or more minutes of planning per week, however some of the planning time will take place during the student day instead of before or after school.

Please see the attached documentation for more information.

Sincerely,

Carol Ricks

Carol Ricks
Principal
Myakka City Elementary

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: **Myakka City Elementary School**

1. Briefly describe the plan and explain why a contract waiver is needed:
We are requesting a waiver to the contract for the 2024-2025 school year. We are proposing that teachers have 225 or more minutes of planning per week, however, some of the planning time will take place during the student day instead of before or after school. This change is needed to insure the safety of students during arrival and dismissal and to meet the needs of our academic schedule.

2. Section of contract for which waiver is requested:
ARTICLE V, SECTION 4
TEXT: Teachers are entitled to 225 minutes of planning time per week outside of the regular student day. Planning time will consist of blocks of time of no less than 15 minutes and may be before or after the student day.

3. Date faculty meeting presentation of plan was made: August 7, 2024

Documentation to Request Waiver of Contract Language, Cont'd

School: Myakka City Elementary

4. Date written copy of contract language was distributed to faculty: 8/7/2024

5. Date secret ballot election was held: 8/12/2023

6. Vote certification:

a.	Number of full-time teachers:	30
b.	Number of ballots cast:	28
c.	Number voting to request waiver:	27
d.	Number voting not to request waiver:	1

[illegible]	Teacher
Name	Position
Carol Ricks	Principal
Name	Position
Karen Washington	Teacher
Name	Position

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE V, SECTION 4 was followed at Myakka City Elementary School.

Carol Ricks	Karen Washington
Principal	MEA Building Representative

Waiver For 225 Minutes of Planning Outside of the Regular Student Day

Voting Shared Electronically/Anonymously to Certified Staff on 8/7/24(To Be Counted/Verified with MEA Building Rep on 8/12/24

* Required

1. Found in ARTICLE V, SECTION 4· Teachers are entitled to 225 minutes of planning time per week outside of the regular student day. Planning time will consist of blocks of time of no less than 15 minutes and may be before of after the student day.

   This waiver proposes that teachers have 225 or more minutes of planning per week, however, some of the planning time will take place during the student day instead of before or after school. This change is needed to insure the safety of students during arrival & dismissal and to meet the needs of our academic schedule.

*

- ◯ Yes (A Yes vote means you support the proposal/waiver providing the 225 minutes of planning each week (some inside the day)
- ◯ No A "No" vote means you do not want the 225 minutes of planning time to be inside the regular student day You want the contract wording to stay as Is.

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ARTICLE I

PURPOSE

Section 1 – Parties

This agreement is entered into between the School Board of Manatee County and the Manatee Education Association pursuant to and in compliance with Chapter 447, Florida Statutes to provide the wages, hours, and terms and conditions of employment for teachers during the duration of this Agreement.

Section 2 - Waivers to Contract Language

Any school or work site may request a waiver to the provisions of the Master Contract between the Manatee Education Association and the Manatee County School Board. The waiver process shall also apply to any provision a school identified as a "D" or "F" school by the Florida Department of Education elects to include in its School Improvement Plan (SIP) if some portion of the plan requires a waiver of the collective bargaining agreement.

Any waivers granted will apply only to the school which applied for the waiver under the terms of this agreement. Waivers must be approved by the Superintendent and a designated officer or employee of the MEA.

The procedure for a request for a waiver will be as follows:

1. At a meeting of the members of the affected bargaining unit of the school or work site, the plan or program stating the need for requiring a waiver will be presented.

   Each member of the affected bargaining unit will receive a written copy of the contract language for which the waiver is requested.

   The written proposal for the waiver shall cite the specific article and section to be waived and describe the proposed modifications to the terms and conditions of employment that will exist for the school.

2. Following a minimum of two (2) working days, in a secret ballot election, the members of the affected bargaining unit will vote on whether or not to request the waiver. A provision shall be made for absentee ballots that shall be completed within three working days of the vote. A minimum of seventy-five percent of the members of the affected bargaining unit voting on the waiver must approve the waiver. The MEA building representative and the Principal will certify in writing the procedure was followed and the results of the vote. This written documentation will be included in the request for a waiver. Any teacher who is on leave during the entire voting period shall not be considered in the count of the total bargaining unit.

3. The plan and all written documentation, including a written statement outlining the need for the waiver must be approved by the Superintendent or designee and a representative of the MEA authorized to approve a waiver of the contract. If approved, the waiver along with the plan will be presented to the School Board for approval. If the request is not approved by the Superintendent or the union, a copy of the request along with a written explanation of why the request was not approved will be returned to the school. In this case, the school may have the option of addressing the concern and resubmitting the request for approval.

4. Approved waivers will be valid for a period of one school year only and will apply only to the school requesting the waiver. A request to continue the waiver beyond one school year must be re-submitted through the entire process each school year.

5. After any semester during the school year in which the waiver has been in effect a request for a review stating the reason for the review and signed by thirty percent (30%) of the affected bargaining unit may be presented to the Superintendent and the MEA. The Superintendent and the Association will meet to discuss and suggest a resolution to the concerns raised by the request for review.

6. Waivers granted to the Master Contract for the teachers bargaining unit will apply only to the personnel specified as members of the teachers bargaining unit and will not apply to any employees not a part of the bargaining unit.

7. The contract provision regarding Article V, Section 2, The Basic School Day, will not be waived.

8. Schools requesting a waiver may vote for that waiver any time during the school year but may vote only once per year on a given subject. A subject will be defined as any section of an Article or an attachment of the current contract. Schools may vote during the Spring Semester of the previous school year for items that will be in effect the following school year. The vote will count as the only vote allowed on the given subject for the following school year.

MANATEE
EDUCATION
ASSOCIATION

- *Voice of the Professional Educator* -

DESOTO TOWERS • 1523 6th AVENUE WEST • BRADENTON, FLORIDA 34205 • PHONE (941) 747-5091
WWW.MANATEEEA.ORG

Waivers:

1. After the vote, if the waiver passed, fill out the form and have the Principal and the MEA Building Rep sign the form that verifies the election results. The actual ballots do not need to be supplied to MEA. We recommend the school keep the ballots on file for the year the waiver is in effect.

2. The signed form along with a short letter requesting a waiver should be sent to Pat Barber at MEA. The form may be sent through the courier to "MEA" or mailed to: MEA, 1523 6th Avenue West G-1, Bradenton FL 34205-6705, or can be emailed to MEA at association@manateeschools.net.

3. The waiver must be approved by the MEA Executive Board, which meets the second Wednesday of each month.

4. A copy of the form along with a short request for the School Board to waive the contract should be sent to: SBMC, Director of Human Resources. (The School Board must also approve the waiver.) In the past, the procedure has been for MEA to review the request first and then the School Board.

5. If you have any questions, please call MEA at 747-5091 or email us at association@manateeschools.net.

Basic requirements for a waiver are a vote of "yes" to waive the specified section of the contract by 75% of the full-time teachers who work at the school. Aides, teacher assistance, social educators or any person paid on the paraprofessional contract shall not vote on a waiver for the teacher contract. Long-term subs do not vote.

All full-time regular classroom teachers as well as guidance counselors, ROTC instructors, ESE teachers and speech therapists who are assigned to the school as the home school may vote and count in the total vote.

07/2020

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Southeast High School.

1. Briefly describe the plan and explain why a contract waiver is needed:

Redistribution of allocated supplements at member request.

Staff Involved	Supplement Stipend
Cynthia Rees	Supp 10 mo. Dept Chair
Nancy Epstein	Supp 10 mo. Dept Chair
Jason Schiessl	Supp 10 mo Dept. Chair
Dayle Castoro	Supp 10 mo Dept. Chair
Michael Brooks	Swim Assistant Coach
Megan Mueller	Swim Head Coach

2. Section of contract for which waiver is requested:

ARTICLE XII, SECTION 2

TEXT: The supplemental salary schedule shall be set forth in Appendix "B."

3. Date faculty meeting presentation of plan was made: 9 August 2024

Documentation to Request Waiver of Contract Language, Cont'd

School: Southeast High School

4. Date written copy of contract language was distributed to faculty: 8.9.2024

5. Date secret ballot election was held: 8.25.2024 – 8.27.2024

6. Vote certification:

a.	Number of full-time teachers:	75
b.	Number of ballots cast:	63
c.	Number voting to request waiver:	62
d.	Number voting not to request waiver:	1

Name	Position
Michael Brooks	Science Dept. Chair / Bldg Rep
Dawn Spencer	Teacher / Bldg Rep

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE 1, SECTION 2 was followed at Southeast High School.

School

Principal	MEA Building Representative

ARTICLE I - PURPOSE

Section 1 – Parties

This agreement is entered into between the School Board of Manatee County and the Manatee Education Association pursuant to and in compliance with Chapter 447, Florida Statutes to provide the wages, hours, and terms and conditions of employment for teachers during the duration of this Agreement.

Section 2 - Waivers to Contract Language

Any school or work site may request a waiver to the provisions of the Master Contract between the Manatee Education Association and the Manatee County School Board. The waiver process shall also apply to any provision a school identified as a "D" or "F" school by the Florida Department of Education elects to include in its School Improvement Plan (SIP) if some portion of the plan requires a waiver of the collective bargaining agreement.

Any waivers granted will apply only to the school which applied for the waiver under the terms of this agreement. Waivers must be approved by the Superintendent and a designated officer or employee of the MEA.

The procedure for a request for a waiver will be as follows:

1. At a meeting of the members of the affected bargaining unit of the school or work site, the plan or program stating the need for requiring a waiver will be presented.

   Each member of the affected bargaining unit will receive a written copy of the contract language for which the waiver is requested.

   The written proposal for the waiver shall cite the specific article and section to be waived and describe the proposed modifications to the terms and conditions of employment that will exist for the school.

2. Following a minimum of two (2) working days, in a secret ballot election, the members of the affected bargaining unit will vote on whether or not to request the waiver. A provision shall be made for absentee ballots that shall be completed within three working days of the vote. A minimum of seventy-five percent of the members of the affected bargaining unit voting on the waiver must approve the waiver. The MEA building representative and the Principal will certify in writing the procedure was followed and the results of the vote. This written documentation will be included in the request for a waiver. Any teacher who is on leave during the entire voting period shall not be considered in the count of the total bargaining unit.

3. The plan and all written documentation, including a written statement outlining the need for the waiver must be approved by the Superintendent or designee and a representative of the MEA authorized to approve a waiver of the contract. If approved, the waiver along with the plan will be presented to the School Board for approval. If the request is not approved by the Superintendent or the union, a copy of the request along with a written explanation of why

the request was not approved will be returned to the school. In this case, the school may have the option of addressing the concern and resubmitting the request for approval.

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6. Waivers granted to the Master Contract for the teachers bargaining unit will apply only to the personnel specified as members of the teachers bargaining unit and will not apply to any employees not a part of the bargaining unit.

7. The contract provision regarding Article V, Section 2, The Basic School Day, will not be waived.

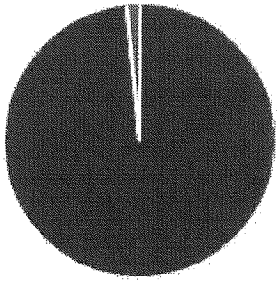
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2024-2025 MEA Waiver Verification

63 Responses 02:23 Average time to complete Closed Status

1. Do you agree to waiving the MEA language and allowing Southeast employees to share a supplement?

Yes	62
No	1



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August 28, 2024

To: Manatee County School Board and Manatee Education Association
From: Ginger Collins, Principal of Southeast High School
Re: Request Contract Waiver

This letter is to verify we followed all the required steps to submit a waiver request.

- Conducted a faculty to meeting to inform the bargaining unit of my request for a waiver and why.
- Provided every bargaining unit member a copy of the waiver contract language.
- Conducted a secret ballot election over a 3-day period. School's MEA Reps counted and sealed all ballots in an enveloped.
- We met the minimum member voting requirement of 75%.
- Completed the waiver document.
- Gained MEA Rep's signature on waiver request and written letter.

Staff Members Involved
Michael Brooks
Megan Mueller

Supplement Shared
Assistant Coach Swimming
Head Coach Swimming

Sincerely,

Ginger Collins, Principal

Michael Brooks, SEHS MEA Rep.

Dawn Spencer, SEHS MEA Rep.

August 28, 2024

To: Manatee County School Board and Manatee Education Association
From: Ginger Collins, Principal of Southeast High School
Re: Request Contract Waiver

This letter is to verify we followed all the required steps to submit a waiver request.

- Conducted a faculty to meeting to inform the bargaining unit of my request for a waiver and why.
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- We met the minimum member voting requirement of 75%.
- Completed the waiver document.
- Gained MEA Rep's signature on waiver request and written letter.

Staff Members Involved	**Supplement Shared**
Cynthia Rees	Supp. 10 mo. Dept. Chair
Nancy Epstein	Supp. 10 mo. Dept. Chair
Jason Schiessl	Supp. 10 mo. Dept. Chair
Gayle Costolo	Supp. 10 mo. Dept. Chair

(Each will split supplements equally)

Sincerely,

Ginger Collins, Principal

Michael Brooks, SEHS MEA Rep.

Dawn Spencer, SEHS MEA Rep.

Ida M. Stewart Elementary School

7905 15th Avenue NW, Bradenton, FL 34209
Phone: (941) 741-3176 Fax: (941) 741-3467

Joseph Hougland, Principal
Lisa Heathcote, Asst. Principal

August 26, 2024

Pat Barber, MEA
1523 6th Ave. West, G-1
Bradenton, FL 34205-6705

Dear Ms. Barber,

Stewart Elementary is requesting a waiver to the teacher contract for the 2024-25 school year.

A waiver was voted on for the five team-leader supplements funded by the school district for Stewart Elementary to be split equally among seven team leader positions for the 2024-2025 school year. This will help to better facilitate communication among the staff and grade level teams.

Respectfully,

Joseph Hougland
Principal
Stewart Elementary School

Janet Downs
MEA Representative
Stewart Elementary School

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Stewart Elementary

1. Briefly describe the plan and explain why a contract waiver is needed:
We would like to divide the 5 allocated team leader supplements to be split equally among team leader positions. This will help to better facilitate communication among staff & grade level teams.

2. Section of contract for which waiver is requested:
ARTICLE XII, SECTION 2 app. 3
TEXT: The supplement salary shall be set forth in App. B. Team Leaders, 10 months $1392.00

3. Date faculty meeting presentation of plan was made: Aug 6, 2024

Documentation to Request Waiver of Contract Language, Cont'd

School: Stewart Elementary

4. Date written copy of contract language was distributed to faculty: 8/6/24

5. Date secret ballot election was held: 8/9/24

6. Vote certification:

a.	Number of full-time teachers:	25
b.	Number of ballots cast:	18
c.	Number voting to request waiver:	17
d.	Number voting not to request waiver:	1

[signature] Name — Principal Position

Ira Heathcote Name — Assistant Principal Position

Janet Downs Name — MEA REP Position

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE XII, SECTION 2 was followed at Ida Stewart Elementary School

[signature] Principal

Janet Downs MEA Building Representative

Pat Barber, President
Manatee Education Association
1523 6th Avenue West G-1
Bradenton, FL 34205-6705

Manatee County School Board
SBMC Director of Human Resources
1 Matzke Way
Bradenton, FL 34208

September 3, 2024

To Whom It May Concern,

The teachers and administration of Gene Witt Elementary do hereby request a waiver of contract regarding Article XII, Section 2, Appendix B to allow for the following:

We will split one allocated Team Leader supplement into two to pay for an additional Team Leader position.

We will split the Child Study Team Chair supplement between two positions.

We will split the National Honor Society Sponsor Supplement equally between two co-sponsors.

The 75% threshold positive vote was met for all waivers.

Thank you,

Kimberly Roberson-Hoy
MEA Representative
Gene Witt Elementary

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

1. Briefly describe the plan and explain why a contract waiver is needed:

We would like to split one team leader supplement into two in order to pay for an additional team leader position. We would like to split the Child Study Chair Supplement between two positions. We would like to split the National Honor Society Sponsor Elementary supplement equally between two co-sponsors.
* 24-25 school year

2. Section of contract for which waiver is requested:

ARTICLE XII, SECTION 2 Appendix B

TEXT: (see attached)

3. Date faculty meeting presentation of plan was made: 8/21/24

Documentation to Request Waiver of Contract Language

4. Date written copy of contract language was distributed to faculty: 8/21/24

5. Date secret ballot election was held: 8/27/24

6. Vote certification:

	Team Leader	Cst Chair	Honor Society
a. Number of full-time teachers:	47	47	47
b. Number of ballots cast:	38	38	38
c. Number voting to request waiver:	36	37	37
d. Number voting not to request waiver:	2	1	1
	76.5%	78%	78%

Kimberly Rotem-Hoig — Name
Teacher, MEA Representative — Position

Connie Dixon/Connie D — Name
Principal — Position

Karen Barrett — Name
Assistant Principal — Position

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE XII, SECTION 2 was followed at Gene Witt Elementary School

Connie D — Principal
Kimberly Rotem-Hoig — MEA Building Representative

ARTICLE XII - COMPENSATION AND HEALTH INSURANCE

Section 1 - Salary

The salary schedule shall be as set forth in Appendix "A".

In any year in which bargaining is concluded prior to the legislature's adoption of the state education budget, either side will have the ability to reopen bargaining if the funding for the Manatee County School District, through the FEFP appropriations, is more than +/- 2% per student different than had been anticipated in the bargaining process.

Section 2 - Supplemental Salary Schedule

The supplemental salary schedule shall be as set forth in Appendix "B".

5. CHILD STUDY TEAM COORDINATOR ~~$2,234~~ $2,346

N. SUPERVISORY ACTIVITIES (High School Only Unless Designated Specifically)

ACADEMIC COMPETITION SPONSOR	$1,894
DIRECTOR OF ACTIVITIES	$2,409
DOMESTIC EXCHANGE SPONSOR	$1,307
DRILL TEAM SPONSOR	$3,367
FORENSICS	$1,893
JUNIOR CLASS SPONSORS (One per high school)	$1,638
SENIOR CLASS SPONSOR (One per high school)	$2,063
STUDENT GOVERNMENT SPONSOR	$2,409
NATIONAL HONOR SOCIETY SPONSOR	$1,638
NATIONAL HONOR SOCIETY SPONSOR MIDDLE	$816
NATIONAL HONOR SOCIETY SPONSOR ELEM	~~$408~~ $428
CAREER TECH SERVICES ORG (CTSO) SPONSOR HS	$500
CAREER TECH SERVICES ORG (CTSO) SPONSOR MID	$500
CAREER TECH SERVICES ORG (CTSO) SPONSOR ELEM	500
VARSITY CHEERLEADER SPONSOR	$4,908
ASSISTANT CHEERLEADER SPONSOR	$3,367
YEARBOOK SPONSOR	$2,409
SCHOOL NEWSPAPER SPONSOR	$2,409

G. DEPARTMENT CHAIRPERSONS OR TEAM LEADERS

DEPARTMENT CHAIRPERSONS - 10 Month	$2,233
DEPARTMENT CHAIRPERSONS - 11 Month	$2,457
ESE SECONDARY CHAIRPERSON	$3,866
TEAM LEADERS - 10 MONTH	~~$1,307~~ $1,372
TEAM LEADERS - 11 MONTH	$1,438

**SECONDARY - the chairperson of a department which has five or more fulltime instructors will be entitled to supplemental pay.

MIDDLE SCHOOL ESE department chairperson's supplements shall be granted where there are at least five full-time or the equivalent ESE instructors.

ELEMENTARY SCHOOL additional Team Leaders shall be granted where there are at least five full time or equivalent instructors for special areas and ESL/VPK

The assignment of such a department chairperson and the responsibilities involved will be decided in conference with the Assistant Superintendent for Curriculum and Instruction, the Directors of Elementary, Middle or High Schools and the Principal of the school.

Re: Supplement Waiver

Manatee Education Association <association@manateeschools.net>
Wed 8/21/2024 1:57 PM
To:Roberson-Hoy, Kimberly <hoyk@manateeschools.net>

There was a glitch with our website's host, so that may have been why you couldn't find the contract. Anyway, the supplement amounts are currently
$1,372 for team leaders
$ 428 for National Honor Society Sponsor Elementary
$2,346 for Child Study Team Coordinator

Please let Pat or me know if you have any questions.

Dawn
Manatee Education Association
1523 6th Avenue West, Suite G-1
Bradenton, FL 34205
(941)747-5091
(941)746-9355 Fax
www.manateeea.org
www.facebook.com/manateeea
Find our members-only Facebook group - search 'MEA Members'
MEA office hours: M-Th 8:30 - 5:00; F 8:30 - 4:00
SOLIDARITY. SECURITY. SAVINGS.

Join MEA!

From: Roberson-Hoy, Kimberly <hoyk@manateeschools.net>
Sent: Wednesday, August 21, 2024 1:10 PM
To: Manatee Education Association <association@manateeschools.net>
Subject: re: Supplement Waiver

Pat – I just started working on a supplement waiver ☹ I went to the website to see the contract amounts (Team Leader, Honor Society, and Child Study) and I can't seem to find the contract. Can you let me know if the amounts are the same as last year or where I can find that info?

Kimberly Roberson-Hoy, M.Ed.
Visual Arts Teacher
EDEP Co-Site Manager
Gene Witt Elementary
(941) 741-3628
hoyk@manateeschools.net

"Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law."

AGENDA ITEM NO. 11.4

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval to Accept and Expend the 2024-2025 Manatee County Government Student Driver Education Program Grant, and Approve the Interlocal Agreement with Manatee County Government in the Amount of $180,708.00 (Incoming State Grant Funds)

Executive Summary
On April 9, 2024, the Board approved for the Secondary Education Department to apply for the Driver Education Program Grant with the Manatee County Government.

The Manatee County Government will provide funding from the Dori Slosberg Education Safety Trust Fund Grant in the amount of $180,708.00, for the driver enhancement services provided by the School Board of Manatee County during the interlocal agreement period dating back to October 1, 2024, through September 30, 2025.

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

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

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

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

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

Recommendation
The Superintendent recommends approval to accept and expend the 2024-2025 Manatee County Government Student Driver Education Program Grant, and Approve the Interlocal Agreement with Manatee County Government in the Amount of $180,708.00 (Incoming State Grant Funds)

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

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
Slosberg Grant_Driver Education Program ILA FY25

INTERLOCAL AGREEMENT
regarding
PUBLIC SERVICES—STUDENT DRIVER EDUCATION PROGRAM

MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

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

RECITALS

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

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

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

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

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

Article 1
AUTHORITY

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

Article 2
PUBLIC SERVICES

2.1 Performance of Public Services. Commencing October 1, 2024, the School Board shall provide the Program of public services as follows:

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

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

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

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

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

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

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

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

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

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

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

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

v. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining compliance with HIPAA by the County or the School Board;

vi. Take appropriate disciplinary actions against employees and agents who violate HIPAA regulations;

vii. Ensure all relevant employees and agents are instructed in HIPAA compliance prior to performing services related to PHI records, and assume all expenses for such training; and

viii. Compel employees and agents to sign acknowledgments of receipt of, and understanding of, all rules and regulations related to HIPAA.

Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the limitations set forth in Section 768.28, Florida Statutes, the School Board shall hold harmless and indemnify the County from any civil or administrative action, fine, or penalty resulting from a breach of patient privacy or violation of HIPAA by the School Board, its agents or employees. In addition to the foregoing, to the extent the School Board is a HIPAA Covered Entity or Business Associate (as defined in HIPAA), the School Board shall enter into a HIPAA business associate agreement with any Business Associate that will have access to PHI, and shall provide the County, upon the County's request, copies of same.

g. Other Conditions and Obligations.

i. Compliance with Section 448.095(5), Florida Statutes. The School Board shall register with and use the E-Verify system to verify the work authorization status of all new employees of the School Board. The School Board hereby represents and warrants that it has, and shall remain throughout the duration of this contract, registered with, and use and shall continue to use, the E-Verify system. The School Board shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the School Board enters into a contract with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The School Board shall maintain a copy of such affidavit for the duration of this Agreement.

ii. Pursuant to Section 488.095(5)(c)3, Florida Statutes, the County is authorized to terminate this Agreement if it has a good faith belief that the School Board , or its subcontractor, has knowingly violated section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

iii. Compliance with Section 125.0156, Florida Statutes. No funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

iv. The School Board shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's representative.

v. The funds paid to the School Board by the County are not for the benefit of any individual but are provided to assist the School Board in developing and maintaining the Program of public services deemed beneficial to the health, safety, and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility, and unit of service costs whether covering all or a portion of the School Board's cost of providing the Program, are provided to apportion payment to the School Board and represent the minimum level of service the School Board must provide during the term of this Agreement.

vi. Payment of County funds for this program is for the actual expenses associated with the Program, and only for Program services actually rendered by the School Board. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If the School Board receives such revenues which then exceed the actual Program costs, the School Board shall notify the County's representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

vii. With respect to Program files and/or individual Client (as specifically defined in Attachment "A") files documenting services:

a. The County's representative shall have the option of reviewing the contents of the files.

b. The School Board shall make the following information available during all site visits:

1. Client Consent. The School Board shall present a signed Consent Form (as described in this Article) prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent

will be considered unavailable to use as documentation for proof of services rendered.

2. Client Eligibility. The School Board shall maintain Program records that provide evidence of Client eligibility including the Client's date of birth and residential address of the Client within Manatee County. Post office boxes shall not be considered residential addresses. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.

3. Program Services Documentation. The School Board shall maintain sufficient records to document units of service provided in accordance with Attachment "A" of this Agreement.

viii. The County's representative may request, and the School Board shall provide, additional information for the County's periodic review, School Board payment requests, site visits, annual monitoring, and other Agreement-related tasks.

ix. The County's representative shall have the authority to approve the final format of the requested documentation referenced in this Agreement and its Attachments.

x. Because the services provided by the School Board are funded in whole or in part by the County, the School Board agrees to require each Client receiving services (or legal guardian of Client where applicable) to execute a Consent Form.

a. The Consent Form shall contain an acknowledgment of the Client or guardian that he/she understands that the County's representative may request access to any or all School Board records relating to the Program and/or the delivery of Services for the purposes of evaluating or monitoring the Program or delivery of Service to the Client, and that he/she consents to the release of records for these purposes.

b. The Consent Form shall be drafted by the School Board and shall be subject to review and approval by the County's representative prior to use.

c. The County's representative may waive this requirement for group educational and similar programs.

h. Records; Audits.

i. The School Board shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The School Board shall provide the County's representative with all necessary information, records, and contracts required by this Agreement as requested by the County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon by the County's representative. The School Board's information shall be made available to the County for audit, inspection, or copying during normal business hours and as often as County may deem necessary, except for Client records protected by Client confidentiality rules or regulations established by state or federal law. In cases where Client confidentiality applies, the School Board shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the School Board made by any local, state or federal agency. The School Board and the County shall each retain all records and supporting documents related to this Agreement and the Program in accordance with all applicable laws, rules and regulations, including but not limited to Florida's Public Records Law, Chapter 119, Florida Statutes.

IF THE VENDOR HAS QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLROIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LACY PRITCHARD AT 941-742-5845, LACY.PRITCHARD@MYMANATEE.ORG, MANATEE COUNTY GOVERNMENT, ATTN: CUSTODIAN OF PUBLIC RECORDS, P.O. BOX 1000, BRADENTON, FL 34206-1000.

iii. The submission of documentation by the School Board shall serve as its certification and representation that the information contained therein is true and correct. The School Board recognizes that the County has relied upon or will rely upon records provided by the School Board in making its determination to provide funds to the School Board in the manner provided

in this Agreement. If at any time the County determines that the information submitted is not true and correct, the County may immediately terminate this Agreement and seek to recover any funds paid to the School Board.

iv. All forms referenced in this Agreement not attached herein shall be provided or approved by the County's representative and shall be completed and submitted by the School Board to the County as requested.

2.2 County Funding of Services. Subject to the School Board performing each of its obligations under this Interlocal Agreement, commencing October 1, 2024, the County shall provide funding to the School Board in an amount not to exceed $180,708.00 over the term of this Agreement, for costs associated with the Program in accordance with this Interlocal Agreement. Payment of such funds shall be made on a reimbursement basis in accordance with Attachment B.

a. Limitation of Costs and Payments. The School Board shall be paid by the County in accordance with Attachment B for the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

b. Withholding of Payments. If the School Board fails to comply with the terms of this Agreement, the County Administrator, County representative, or other designee may, upon written notification to the School Board, withhold payment until the School Board complies. The notice shall specify the manner in which the School Board has failed to comply. In the event the School Board does not correct and cure such failure to comply within thirty (30) days of receipt of such notice, the County may exercise its right of termination pursuant to Article 3, and pursue all remedies available pursuant to Article 4.2.

2.3 Annual Appropriation. The County's obligation pursuant to Section 2.2 shall be contingent upon and subject to the Board of County Commissioners budgeting and appropriating legally available funds.

2.4 Indemnification, Legal Relationship, and Third Parties.

a. Scope of Liability. The School Board and the County agree that each party will be liable for the negligent acts or omissions of its own employees only and will be responsible for worker's compensation coverage and claims only of its own employees.

b. Employees. The parties are not partners, joint ventures, or joint employers, and

the employees of each party shall not be considered or treated as employees of the other for any purpose. Nothing herein contained shall be construed as vesting or delegating to the School Board or any of the officers, employees, personnel, agents, or subcontractors of the School Board, any rights, interest, or status as an employee of the County. The County shall not be liable to any person, firm, or corporation that is employed by, contracts with, or provides goods or services to the School Board in connection with the Program, or for debts or claims accruing to such parties. The School Board shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

c. Indemnification. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify the other party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statutes § 768.28. The parties understand that pursuant to Florida Statutes § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statutes § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

2.5 Insurance.

a. Coverage Requirements. Without limiting any obligation or liability of the School Board, the School Board shall, at its sole expense, procure, maintain, and keep in full force for as long as this Agreement is in effect, the following types and limits of insurance:

i. Commercial General Liability Insurance. Coverage shall be afforded under a per occurrence policy form, and include policy limits not less than:

- $ 1,000,000 Single Limit Per Occurrence
- $ 2,000,000 Aggregate
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal and Advertising Injury Liability
- $ 50,000 Fire Damage Liability
- $ 5,000 in Medical Expenses, and
- $ 1,000,000 Third Party Property Damage

This policy shall contain severability of interests provisions and shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

ii. Automobile Liability Insurance. Coverage shall be afforded under a per occurrence policy form including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $500,000 Bodily Injury and $ 500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests provisions. This coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

iii. Workers' Compensation Insurance. Statutory workers' compensation coverage shall apply to all employees in compliance with the laws and statutes of the State of Florida, or of the State in which the work is being conducted, and the federal government. The insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from services provided by the School Board on behalf of the County. Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the Program site and in compliance with the above Workers' Compensation requirements.

iv. Employers' Liability Insurance. Coverage limits of not less than:

- $100,000 Bodily Injury by Accident (Each Accident)
- $100,00 Bodily Injury by Disease (Each Employee)
- $500,000 Bodily Injury by Disease (Policy Aggregate)

b. Additional Insurance Terms and Conditions.

i. The School Board may satisfy the requirements of this Section through its own self-insurance program maintained in accordance with Florida Statutes 768.28

ii. The School Board shall furnish to the County evidence of the above insurance in the form of a Certificate of Insurance with all applicable endorsements, or if utilizing its self-insurance program for part or all of the coverage(s), it may submit a letter of coverage signed by the Risk Manager.

iii. All such policies, except Worker's Compensation and Employer's Liability, shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an additional insured for the coverages.

iv. The School Board understands and agrees that the stipulated coverages listed herein shall not be construed as a limitation of any potential liability to the County or to others, and the County's failure to request evidence of such insurance coverage shall not be construed as a waiver of the School Board's obligation to provide and maintain the insurance coverage specified.

v. Both parties understand and agree that neither party hereby waives its immunity, and nothing herein shall be interpreted as a waiver of either party's rights, including the limited waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and both parties expressly reserve these rights to the full extent allowed by law.

vi. Upon the insurance policies' renewal dates, the School Board shall furnish to the County a Certificate(s) of Insurance (using an industry-accepted certificate form, signed by the issuer, with applicable endorsements, and containing the Agreement number, and title or description) evidencing the coverage set forth and naming "Manatee County, a Political Subdivision of the State of Florida" as an additional insured. Workers' Compensation and Employer's Liability insurances are excluded from the additional insured endorsement.

vii. The School Board is solely responsible for all insurance premiums and policy deductibles.

viii. The School Board waives all subrogation rights against the County for all losses or damages whether suit is brought during the period of this agreement or not.

ix. It is the School Board's responsibility to ensure that its agents, representatives, and subcontractors if any, comply with the insurance

requirements set forth herein. The School Board shall include its agents, representatives, and subcontractors working at the Program site locations as insureds under its policies or they shall furnish to the County separate certificates with endorsements for each.

x. Fifteen (15) days written notice shall be provided to the County's Risk Manager, as defined below, of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies required in this Agreement. Notice shall reference this Agreement number and title or description.

County Attorney's Office
Division of Risk Management
Attn: Risk Manager
1112 Manatee Ave. West, Suite 969, Bradenton, FL 34203
(941) 745-3750
claims@mymanatee.org

xi. The County reserves the right to modify the insurance requirements through written notice to the School Board, to the extent reasonably deemed necessary to protect the County from loss damage or liability for the acts, errors and omissions of School Board.

Article 3
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect once fully executed by both parties and filed in accordance with Section 163.01(11), Florida Statutes, and Article 5.8 of this Interlocal Agreement. However, the parties agree that the terms and conditions herein shall apply retroactively to the Program of public services and payment for same, which started on October 1, 2024.

3.2 Termination. Unless terminated for cause in accordance with applicable law, or renewed pursuant to Section 3.3, this Interlocal Agreement shall terminate on September 30, 2024.

3.3 Renewal. Subject to the approval by the County's Board of County Commissioners and the School Board's governing board, the School Board and the County may renew this Interlocal Agreement for one additional year on an annual basis.

Article 4

AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by a written instrument expressly approved for the County by the Board of County Commissioners and for the School Board by the School Board's governing board, and only if properly executed by all the parties hereto.

4.2. Enforcement. In the event the County determines the School Board has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the School Board. The School Board shall reimburse the County the requested sum upon receipt of such request; if the School Board fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available at law or in equity.

Article 5
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board and the County each hereby represent, warrant, and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts, or liabilities of the School Board, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement.

5.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, the School Board shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

5.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.5 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.6 Severability. The provisions of this Agreement are declared by the parties to be severable.

5.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit of the State of Florida in and for Manatee County.

5.8 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters, are null and void and of no effect. As required by Section 163.01(11), Florida Statutes, this Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County, Florida (the "Clerk"). The School Board is responsible for filing this Agreement with the Clerk within thirty (30) days after its execution by both parties and shall pay any and all costs related to same.

5.9 Non-Assignability. The School Board may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

5.10 Representatives. Within thirty (30) days from the date of execution of this Agreement by both parties, the School Board shall provide the County with a list of representatives authorized to act on behalf of the School Board under this Agreement, in addition to the designated representative identified in Attachment "C" The list of authorized representatives shall be approved by the School Board's superintendent. The Director of the County's Neighborhood Services Department, or such other employee as may be designated in writing by the County Administrator, shall serve as the County's representative, and is authorized to interpret this Agreement and designate such additional employees as may be required to monitor the School Board's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his or her designee.

5.11 Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the School Board and any providers of promotional, advertising, or other services or goods, purchased by the School Board. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:
Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to:
Director of Manatee County Community and Veterans Services
Manatee County Administration Center
1112 Manatee Avenue, Suite 510
Bradenton, Florida 34205

and

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to School Board:
Superintendent of Schools
School Board of Manatee County
215 Manatee Avenue West

Bradenton, FL 34205
Phone: (941)708-8770

With a copy to: School Board Attorney
School Board of Manatee County, Florida
215 Manatee Avenue West
Bradenton, FL 34205
Phone: (941)708-8770

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

5.13 **Authority to Execute; Electronic Signatures.** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on the party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

[signature page to follow]

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Chairperson

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court and
Comptroller

By: _____
Deputy Clerk

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By:_____
Chairman

ATTEST:

By:_____
Superintendent

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: _____
Attorney for the School Board

ATTACHMENT A
PROGRAM DESCRIPTION

1. PROGRAM DESCRIPTION:

    a. The School Board shall enhance current driver education program services by providing driver education courses to introduce traffic laws and defensive driving techniques as described in the Florida Driving Manual, testing of traffic laws in conjunction with assessment of student driving skills by using the State of Florida Driving Skills Test, and issue operator driver license waivers for student operator licenses on Saturdays during the school year (August-May), and throughout the summer (June and July), hereinafter referred to as the "Program".

2. TARGET POPULATION:

    a. This Program shall serve currently enrolled public and charter school students of Manatee County, ages fifteen (15) to eighteen (18) years old with a Manatee County Student ID number, and who are residents of Manatee County. Each student as defined in this paragraph is referred to as "Client" throughout this Agreement and its attachments.

3. LOCATION/HOURS OF PROGRAM:

    a. The Program will be provided at the following location(s):

        i. Saturdays – Southeast High School, 1200 37th Ave E, Bradenton, FL 34208
        ii. Summers – Manatee High School, 902 33rd St Ct W, Bradenton, FL 34205

    b. The Program will be provided at the following time(s):

        i. During the School Year on Saturdays beginning in October 2024 through May 2025, and from August 2025 through September 2025, except for state-recognized holidays.
        ii. During the Summer, specifically all weekdays during June 2025 and July 2025, except for state recognized holidays.

    c. Other locations and times may be requested by the School Board in writing. Changes are not approved until the County Representative has approved them in writing.

4. UNIT OF SERVICE: A unit of service shall be defined throughout this Agreement and its attachments as one calendar day of Program operation attended by at least one eligible Client.

5. AUTHORIZED PROGRAM PURCHASES: The School Board is authorized only to make the following purchases for the Program, so long as such purchases are used for direct educational purposes: One (1) Driver Education Dual Assist Vehicle.

6. RESULTS:

   a. Program results, approved by the County, shall be tracked and verified by the School Board and submitted quarterly in accordance with Attachment C.

      i. Result/Target Statement: Of the five hundred (500) eligible Clients participating in the Program, the School Board anticipates serving, four hundred (400) Clients who, by participating in the Program, will know Florida driving laws, operate a vehicle safely and without distraction, and be eligible to obtain their Florida Driver License.

      ii. Milestones and Verifications: The following Milestones/Verifications are used to track the progress of Clients working through the Program with the intention of achieving the stated Result.

         1. Milestone/Verification:
            a. Client fully engaged in program and determined readiness to proceed to practice behind the wheel training.
            b. Client has completed a mock test to determine readiness based on a pass/fail, as noted by instructor on the Client's individual record.
         2. Milestone/Verification:
            a. Client continued to improve and gain knowledge in Florida driving laws.
            b. Client demonstrated understanding of Florida driving laws, noted by instructor on the Client's individual record.
         3. Milestone/Verification:
            a. Client learned how to safely operate a motor vehicle.
            b. Completion of at least ninety (90) minutes of behind-the-wheel training tracked in Client's individual record.
         4. Milestone/Verification:
            a. Client is eligible to become a licensed Florida driver.
            b. Client successfully passed Florida driver test, received waiver to obtain license, and staff recorded results on Client's individual record.

   b. Modification to results, targets, verification, and milestones may be requested by School Board in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative approves them in writing.

ATTACHMENT B
PROGRAM PAYMENTS

The School Board shall be paid by the County a total amount not to exceed $180,708.00 for the Program provided during the time period of this Agreement, as specified below:

1. Units of Service:

    a. The School Board shall provide forty-seven (47) units of service, during the term of the Agreement.

2. Unit Rate:

    a. The School Board shall be paid by the County in the amount not to exceed $147,708.00 for all units of service provided in accordance with Article 2 of the Agreement and Attachment A.

        i. $3,142.73 for each unit of service.

    b. The School Board shall be paid by the County in an amount not to exceed $33,000.00 for the following:

        i. $33,000 for one (1) individual driver education dual-assist vehicle.

3. Supporting Documentation:

    a. Payment Request Form:

        i. The School Board shall complete and submit a Payment Request Form (provided below) and the County approved monthly unit tracking form as instructed by the County representative and retain verification on-site for review upon request by the County.
        ii. In submitting its monthly Payment Request Form, the School Board shall provide purchase order documentation for authorized Program purchases and receipt for full payment and confirmation of receipt of equipment, if any.

    b. Monthly Unit Tracking Form:

        i. The School Board shall create and provide each month, along with its Payment Request Form, a Monthly Unit Tracking Form. The format of the Monthly Unit Tracking Form must be approved by the County's representative prior to use and contain the following information:
            1. Name of Agency and Program;
            2. Month and year service was rendered;
            3. Dates of each unit of service provided;
            4. Number of clients served per unit of service; and
            5. Total number of units of service performed during the monthly reporting period.

ii. Once the proposed Monthly Unit Tracking Form prepared by the School Board has been approved by the County's representative, the School Board shall complete same and submit to the County on a monthly basis, in conjunction with its monthly Payment Request Form.

iii. Documents, forms, and information referenced in this Attachment B shall be submitted to the County monthly as instructed by the County representative by electronic means, including, without limitation, by way of posting to a secure website or by electronic email.

The processing of payments may be delayed due to submittal of inaccurate or incomplete Monthly Unit Tracking Forms or supplemental documentation.

4. Cumulative Payment Cap:

   a. The School Board shall be paid monthly for the actual number of units of service it has provided and documented.

   b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

Oct 31, 2024	$ 12,309	Apr 30, 2025	$ 86,163
Nov 30, 2024	$ 24,618	May 31, 2025	$ 98,472
Dec 31, 2024	$ 36,927	Jun 30, 2025	$ 110,781
Jan 31, 2025	$ 49,236	Jul 31, 2025	$ 123,090
Feb 28, 2025	$ 61,545	Aug 31, 2025	$ 135,399
Mar 31, 2025	$ 73,854	Sep 30, 2025	$ 147,708

5. Submission Date: The School Board's monthly Payment Request Forms and Monthly Unit Tracking forms, as described herein, should be submitted to the County by the fifteenth (15^{th}) of each month. The School Board's payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has forty-five (45) days to process the payment.

6. Final Payment Request: The School Board shall have until thirty (30) days after the Agreement's expiration or termination to submit to the County a final and complete Payment Request Form unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims, or demands the School Board fails to submit to the County through a Payment Request Form by the thirtieth (30^{th}) day after the Agreement's expiration or termination.

Correction of Errors in Payment Requests: The School Board hereby authorizes County through County's Representative to correct any errors identified by County's Representative in Payment Requests submitted by School Board with written notice of same by County's Representative for the sole purposes of preventing delay in payment processing.

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
PAYMENT REQUEST FORM
October 1, 2024 – September 30, 2025 ("Term")

AGENCY: MANATEE COUNTY SCHOOL BOARD

AGENCY REMITTANCE ADDRESS **(**Enter address for sending payments)

PO BOX 9069, Bradenton, FL, 34206

PROJECT NUMBER: 104-0015009-582000

PROGRAM: Driver Education Program

PAYMENT REQUEST FOR MONTH OF:

SECTION 1: AGENCY PAYMENT REQUEST

(1) Program Component	(2) Request this Period	(3) Total Funding	(4) Requested Year-To-Date	(5) Balance of Funds
Education Services	$	$ 147,708	$	$
Equipment Purchases	$	$ 33,000	$	$
TOTAL	$	$ 180,708	$	$

SECTION 2: CLIENT SERVICES

(6) Unit Cost	(7) Unit Contract Total	(8) Y-T-D Total Prior	(9) Total This Period	(10) Total Y-T-D	(11) % of Plan Achieved	(12) % of Time Elapsed
$ 3,142.73	47				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Attachment B, Payments.

Prepared By: _____ Date: _____

I attest that the information presented in this Payment Request is true and accurate to the best of my knowledge. The School Board recognizes that the County has relied upon or will rely upon, the information provided herein by the School Board in making its determination to provide funds to the School Board, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the Agreement and seek to recover any funds paid to the School Board.

Authorized Signature: _____ Date: _____

Submit with unit tracking report and supporting documentation.

DO NOT WRITE BELOW THIS LINE

Community & Veterans
Services Contract Manager: _____ Date: _____

ATTACHMENT C
SPECIAL CONDITIONS

1. Reporting Deliverables: The School Board shall submit the following reports:

   a. The School Board shall submit the following reports quarterly as instructed by the County Representative through electronic mail or other electronic means, including, without limitation, by way of posting to a secure website, and retain verification on site for review upon request by the County:

Quarterly Report Due Dates				
Quarter 1 (Oct-Dec)		**Quarter 2 (Jan-Mar)**	**Quarter 3 (Apr-Jun)**	**Quarter 4 (Jul-Sep)**
Due: Jan 30, 2025		**Due: Apr 30, 2025**	**Due: Jul 30, 2025**	**Due: Oct 30, 2025**
Title		**Requirement/Description**		
i.	Program Revenue & Expenditure Report	The School Board shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii.	Program Results Report	The School Board shall track and report Program result(s) and target(s) for the Clients served during the term of this Agreement (updated each quarter).		
iii.	Children's Services Demographics Report	The School Board shall provide a report on unduplicated Clients receiving services during the term of this Agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		
iv.	Additional Information Report	Any anticipated difficulties meeting contractual requirements pursuant to the Agreement by the end of the contract year, all names and positions/titles of direct staff for the Program and changes in staffing during the quarter (including vacancies or changes which affect the Program), anticipated program schedule for the next quarter, total number of unduplicated Clients served for the quarter, total number of unduplicated Clients served to date for the Term of the Agreement, Client ID with attendance and total behind-the-wheel hours completed to date.		

2. Documentation: The School Board shall submit the following documentation as indicated:

Other Documents Required		
Title		**Requirement/Description**
a.	Insurance	The School Board shall submit the following, in accordance with Section 2.5 of this Agreement: 1. Certificate of Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance and Employers' Liability Insurance. 2. The School Board shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate of insurance as reasonably soon as possible.
b.	Financial Audit	Financial audit or compilation shall be submitted in accordance with Section 2.1(h) of this Agreement.
c.	Consent Form	In accordance with Section 2.1(g) of this Agreement, the School Board shall submit an example of the Consent Form to the County representative to be used for the Program. The sample must be submitted within 30 days of this Agreement's execution and approved by the County representative prior to start of the Program.
d.	Licenses required for the **program** to legally operate	Copies of licenses necessary to operate the Program are due to the County's Representative before any payments by the County to the School Board shall be made. Copies of license renewals are due upon receipt from the licensing entity. Other documents requested by the County's Representative. (See Section 2.1(d))

3. Site Inspections: The School Board shall permit the County, its officers, agents and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized to provide Program services to verify compliance with this Agreement. The School Board's officers, employees and volunteers shall cooperate with County representatives to assure such site inspections provide the County with the access and information needed to verify the School Board's compliance.

4. Remedies: If the School Board fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed or this Agreement may be terminated. Required documentation includes, but is not limited to: financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.

5. School Board's Representative:

Mailing Address:	Dr. Jason Wysong, Superintendent of Schools 215 Manatee Ave West
Physical Address:	Bradenton, FL 34205 215 Manatee Ave West Bradenton, FL 34205
Phone Number:	(941) 708-8770
Email Address:	jwysong@manateeschools.net

ATTACHMENT D
INSURANCE CERTIFICATE

SCHODIS-04 KCHAMBERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2024

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

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

PRODUCER	CONTACT NAME: Kristin Chambers or Maggie Boykin	
First Florida Insurance Brokers 100 South Ashley Drive, Suite 250 Tampa, FL 33602	PHONE (A/C, No, Ext): (813) 902-3502	FAX (A/C, No): (813) 223-3932
	E-MAIL ADDRESS: kristin.chambers@ffinsbr.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Genesis Insurance Company	38962
INSURED School District of Manatee County 215 Manatee Avenue West Bradenton, FL 34205	INSURER B : Star Insurance Company	18023
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR	X		YXB301101Q	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO	X		YXB301101Q	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Auto Included in GL							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WCE-0953635-24	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General & Auto Liability Policy #YXB301101Q is Excess over Self-Insured Retention of $1,000,000

Workers' Compensation Policy #WCE-0953635-24 is Excess over Self-Insured Retention of $750,000

Certificate Holder is Additional Insured. Manatee County, a political subdivision of the State of Florida, shall be furnished written notice thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.

CERTIFICATE HOLDER

Manatee County, a political subdivision of the State of Florida
1112 Manatee Avenue W., Ste 969
Bradenton, FL 34205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AGENDA ITEM NO. 11.5

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval for the 2024 Public Charter Schools Program (CSP) Grant Project Application, with an Anticipated Effective Timeframe of October 2024 Through September 2026, in the Amount of $899,999.32 for Florida High School for Accelerated Learning - Manatee, Inc., Also Known as Bradenton Bay High School (Incoming State Grant Funds)

Executive Summary
The Florida Department of Education administers the Charter Schools Program (CSP) Planning and Implementation grant through a request for proposals (RFP) process each year. The purpose of this grant is to provide financial assistance for the planning, program design, and initial implementation of charter schools.

Florida High School for Accelerated Learning - Manatee, Inc. (also known as Bradenton Bay High School) is a new charter school that opened in Manatee County on August 12, 2024, to Manatee County students at risk of dropping out of high school. At this time, Bradenton Bay has enrolled approximately 94 students working to recover credits, improve GPA, and make progress towards earning a high school diploma.

New charters in the state of Florida are eligible to apply for the CSP start up grant available through the FDOE. The FDOE is responsible for the grant approval, compliance and monitoring. The district's role is the release of funds to the charter school upon receipt of reimbursement documentation.

The application is pending Board approval. If the Board does not approve the application will be withdrawn.

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 for the 2024 Public Charter Schools Program (CSP) grant project application, with an anticipated effective timeframe of October 2024 through September 2026, in the amount of $899,999.32 for Florida High School for Accelerated Learning - Manatee, Inc., also known as Bradenton Bay High School (Incoming State Grant Funds).

Financial Impact
There is no financial impact.

Contact
Submitting Department: District Support Services
Initiated by: Dr. Valerie M. Hyer

Attachments:
CSP_Grant_Phase_II_Bradenton_Bay_HS_-

Docusign Envelope ID: EFB32093-D3B1-4A83-A9DF-6440E2F1A96A

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management via ShareFile only. https://fldoe.sharefile.com/Authentication/Login	2024 Public Charter Schools Program (CSP) Grant **TAPS NUMBER: 25C113**	Date Received
B) Name and Address of Eligible Applicant: **Florida High School for Accelerated Learning – Manatee, Inc. DBA Bradenton Bay** **817 Manatee Ave W.** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$ 900,000	Contact Name: Rebecca Mitchell Fiscal Contact Name: Nick Booker	Telephone Numbers: **(208)727-7012** **(615) 483-4390**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **817 Manatee Ave W.** **Bradenton, FL 34205**	E-mail Addresses: Rebecca.mitchell@als-education.com Nick.Booker@als-education.com
	Physical/Facility Address: **817 Manatee Ave W.** **Bradenton, FL 34205**	UEI number: FEIN number: 92-1684875

CERTIFICATION

I, Jason Wysong, (*Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E)			
DocuSigned by: Rebecca Mitchell 942E7710E4594A0...	Compliance Director	9/13/2024
Signature of Agency Head	Title	Date
Signature of Charter Head	Superintendent	09/30/2024
	Title	Date

Docusign Envelope ID: EFB32093-D3B1-4A83-A9DF-6440E2F1A96A

Instructions for Completion of DOE 100A

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

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

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

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

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

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

Docusign Envelope ID: EFB32093-D3B1-4A83-A9DF-6440E2F1A96A

CSP Grant Subgrantee Co-Location Questionnaire

Instructions

If the CSP subgrantee school will share a facility or campus with another public school, complete all sections of this form (1-5). If the CSP sub-grantee school will not share a facility or campus with another public school, *only complete sections 1, 2, and 5*. Sign and upload the completed form to CSP Grant Tracking System within the Documents Tab under Implementation Documents.

SECTION 1: SUBGRANTEE INFORMATION

CSP Subgrantee School Name: Bradenton Bay High School fka Florida High School for Accelerated Learning – Manatee, Inc.

District Name: Manatee School District

CSP-ID: 2024-001 6-digit MSID (if known): __ __ __ __ __ __

SECTION 2: CO-LOCATION STATUS

✓ The CSP subgrantee does not share a facility or campus with another public school.

____ The CSP subgrantee school shares a facility with the school(s) identified in section 3 and that the responses in Section 4 are accurate.

SECTION 3: CO-LOCATION DETAILS

List the school(s) that the CSP subgrantee will share a facility or campus with.

School Name: _____MSID: __ __ __ __ __ __

School Name: _____MSID: __ __ __ __ __ __

SECTION 4: MANDATORY QUERIES

1. Describe how the sub-recipient school and the co-located school are marketed as two separate and distinct public schools? This may include separate signage, separate marketing campaigns, and/or separate website.

2. Provide a brief description of the outreach efforts of the school that demonstrate that the school was recruiting within the entire community it serves?

3. Does the school conduct a separate application process?

4. Did the school use a lottery for the last enrollment period?

Docusign Envelope ID: EFB32093-D3B1-4A83-A9DF-6440E2F1A96A

5. Does the school have copies of student application submitted during the last enrollment period? If not, what documentation is available to demonstrate that students applied to the school?

6. Describe how the school ensures and can demonstrate that CSP funded purchases benefit only the students enrolled in the CSP funded school?

7. Do the schools have separate staffs? If no, explain staff scheduling for co-located schools.

8. Are the school's day to day operations carried out by different administrators?

9. Are the schools clearly identifiable to the general public as being separate schools? What separations are in place to eliminate confusion among the general population?

10. Have any students been transferred between the co-located schools? If so, do you have written consent from the parent?

SECTION 5: Signatures

Signature Requirements:

- *Digital signature with date and time stamp is required for an electronic signature.*
- *This form may only be signed by an authorized school contact (ex. board member, principal, executive director). This form may not be signed by a management company contact or consultant.*

I certify to the best of my knowledge and belief all of the statements contained herein are true, complete, and made in good faith.

Name: Jason Wysong Date: 09/30/2024

Title: Superintendent

Signature: _____

Docusign Envelope ID: FBC53ACB-FD37-4250-ADA4-7CF3D23E2A33

Attachment II-F

Bradenton Bay High School CSPID# 2024-001

School Name / CSP ID#

CSP Funding Distribution Agreement

Pursuant to Section 1002.33(17)(c), Florida Statutes, "Unless otherwise mutually agreed to by the charter school and its [district] 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 school district." These federal funds include the Public Charter Schools Grant Program (CSP).

Further, Florida statutes mandates that "to receive timely reimbursement for an invoice, the charter school must submit the invoice to the sponsor at least 30 days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditures made by the charter school must comply with all applicable state rules and federal regulations."

By signing this form, the chairperson of the charter school governing board and a representative of the school district sponsor either agree to this process of monthly reimbursement for CSP-related expenditures or verify that the parties have mutually agreed to an alternative method of distribution.

X School and sponsor agree to timely reimbursement on a monthly basis

___ School and sponsor mutually agree to an alternative method of funding distribution[1]

□ Full Advance Distribution

□ Partial Advance Distribution*

**Please provide separate attachment with explanation of the percentage and/or dollar amount of the partial distribution that is inclusive of the expenditure reporting process.*

DocuSigned by:

DWIGHT BARBER — DWIGHT BARBER — 9/13/2024

8EAF5C7C50AD498...

Print Name and Signature — Date

Charter School Governing Board Chairperson

Jason Wysong — 09/30/2024

Print Name and Signature — Date

Authorized School District Representative

[1] Schools and district sponsors that mutually agree to an alternative method of funding distribution may not be able to access the full CSP implementation award at the start of the project. The Department will instead release CSP funds in separate funding releases.

BYLAWS
OF
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

ARTICLE I. NAME

The corporation shall be known as FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. (hereinafter, the "Corporation"), a Florida not-for-profit corporation.

ARTICLE II. MEMBERSHIP

The Corporation shall have no Members.

ARTICLE III. PURPOSES

The purposes for which the Corporation is organized are:

In particular, to establish and operate one or more charter schools as defined in the laws of the State of Florida within Manatee County, Florida, and in other areas as permitted by Florida law as determined by the Corporation's Board of Directors. Each charter school shall be organized so that it presents a system of formal instruction of its curriculum to a regularly enrolled student body through its faculty for the benefit of the general public. In particular, the Corporation will establish programs to aid and assist low-performing, over-age, grade repeating, credit deficient students in graduating from a Florida public high school.

In general, to do any and all acts and things, and to exercise any and all powers which now or hereafter are lawful for the Corporation to do or exercise under and pursuant to the laws of the State of Florida for the purpose of accomplishing any of the purposes of the Corporation.

The purposes for which the Corporation is organized shall be limited to those which are strictly charitable and educational. In no event shall the Corporation engage in any activity which would be contrary to the purposes and activities: (i) permitted to be engaged in by any organization the activities of which are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or (2) of a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable rules and regulations thereunder. Provided, however, that the Corporation shall not conduct its business or affairs in such a manner as to discriminate against any person on the basis of race, color, religion, sex, or age.

The Corporation shall not engage, nor shall any of its funds, property, or income be used, in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive activities.

The Corporation shall not be operated for the primary purpose of carrying on an unrelated trade or business as defined in Section 513 of the Code, and the applicable rules and regulations thereunder.

No benefits shall be solicited or received by, nor shall any compensation be paid to, any officer, Director, trustee, creator or organizer of the Corporation or substantial contributor to it pursuant to Section 112.313 of the Florida Statutes.

The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the benefit of private interests.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 1. FUNCTION. All corporate powers shall be exercised by or under the authority of the Board of Directors of the Corporation, and the business and affairs of the Corporation shall be managed by the Board of Directors.

SECTION 2. QUALIFICATIONS. The members of the Board of Directors must be natural persons who are 18 years of age or older, and are to be residents of this state. By two-thirds (2/3rds) vote of the Board of Directors, the Directors may, from time to time, establish additional qualifications and requirements for Directors, by written policy and procedure; such written policies and procedures shall be maintained with the books and records of the Corporation.

SECTION 3. COMPENSATION. Directors, as such, shall not receive any compensation for their services as members of the Board of Directors.

SECTION 4. DUTIES OF THE BOARD. The Board of Directors shall transact all business of the Corporation, determine the policies of the Corporation and in general assume responsibility for the guidance and the affairs of the Corporation. The duties of the Board of Directors include, but are not limited to setting policy, establishing procedures, approving budgets, approving selection of the principal and overseeing and managing the financial and administrative management of the charter school, consistent with applicable law and the charter school agreement with the district. The Board of Directors shall be responsible for making or executing the charter school's performance standards, supervising ongoing accounts, overseeing financial reporting and meeting state and district requirements and providing annual programs and accountability reports. A Director shall perform his/her duties in said capacity, including his/her duties as a member of any committee of the Board of Directors upon which he/she may serve, in good faith, in a manner he/she reasonable believes to be in the best interests of the Corporation and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In performing his/her duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) one or more of the officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(b) counsel, public accountants or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence; or

(c) a committee of the Board of Directors upon which the Director does not serve, duly designated in accordance with a provision of the Articles of Incorporation or these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause the reliance described above to be unwarranted.

A person who performs his/her duties in compliance with this section shall have no liability by reason of being or having been a Director of the Corporation.

Board members shall be subject to Florida law requirements for charter school board members including Sections 112.313(2), (3), (7), and (12) and 112.3143(3), Florida Statutes, as they may be amended.

SECTION 5. NUMBER. The Corporation shall have at least three (3) Directors but shall not have more than seven (7) Directors, and the initial number of Directors shall be three (3). The number of Directors may be increased or decreased from time to time by the majority vote of the Board of Directors of the Corporation; provided, however, that the Board of Directors shall consist of not fewer than three (3) Directors and no decrease in the number of Directors shall have the effect of shortening the term of an incumbent Director.

SECTION 6. ELECTION AND TERM. The Board of Directors initially set forth in the Articles of Incorporation shall be called the Founding Directors. The Founding Directors shall be classified with respect to the time for which they hold office into three (3) classes, "Class I, II and III," which shall be as nearly equal in number as possible. The Founding Directors first appointed to Class I will hold office for a term expiring at the annual meeting to be held in 2024; the Founding Directors first appointed to Class II will hold office for a term expiring at the annual meeting to be held in 2025; and the Founding Directors first appointed to Class III will hold office for a term expiring at the annual meeting to be held in 2026.

At each succeeding annual meeting of the Corporation, the successors of the Directors whose terms expire at that meeting will be elected to a three (3) year term. The Directors shall be eligible to serve until they resign or are not re-elected. Additional Directors added shall serve for a three (3) year term unless otherwise determined by the Board of Directors.

At any time, Directors may elect new members to the Board of Directors provided the number of Directors will not exceed the maximum authorized. Such new Board members' terms will coincide with the terms of other Directors.

The initial term of the founding directors shall begin on the date of Incorporation; thereafter, each term shall begin when elected.

Each Director shall hold office for the term for which he/she is elected and until his/her successor shall have been elected and qualified or until his/her earlier resignation, removal from office or death.

SECTION 7. RESIGNATION. The resignation of a Director shall be effective as of the date of delivery of a written notice to the Board of Directors or at a later date, if specified in the written notice. A Director shall resign from the Board if such Director violates Florida law in a manner that would impact the Corporation and/or the charter school, knowingly causes the charter school to be in violation of Florida law or its charter agreement with the District, or is no longer eligible to serve as a Director of a charter school or on the Board. If a director resigns prior to the end of his/her term, a successor for the unexpired term may be selected by the Board of Directors so long as the failure to select a successor will not result in the Corporation having fewer than three (3) Directors.

SECTION 8. REMOVAL OF DIRECTORS, OFFICERS AND OTHER EMPLOYEES. Any Director, officer and/or employee may be removed by a majority vote of the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the Corporation will be served thereby. In the exercise of their judgment, the Board shall remove a Director who should have otherwise resigned pursuant to Section 7. Any Director may be removed at any time by a two-thirds (2/3rds) majority vote of the Board of Directors for any reason consistent with applicable law.

SECTION 9. VACANCIES. Any vacancy occurring on the Board of Directors, including that created by reason of an increase in the number of Directors may be filled by appointment of a majority vote of the members of the Board of Directors. A Director elected to fill any vacancy shall hold office only until the next annual meeting of Directors.

SECTION 10. QUORUM AND VOTING. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. If at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting to a place and time indicated and a copy of such adjournment action shall be delivered by hand or by U.S. Mail to all members of the Board of Directors.

SECTION 11. PLACE OF MEETINGS. The annual meeting, and any special meeting, of the Board of Directors must be held within Manatee County of the State of Florida.

SECTION 12. MEETINGS. The Board of Directors shall meet at least four times each fiscal year in January, March, June and September (Regular Meetings) at the time and place designated by the Board of Directors of the Corporation. The Annual Meeting shall be held during the month of January and shall be the January meeting of the Board of Directors. Notice of the Annual Meeting and all other Regular Meetings shall be given by the Secretary to each Director at least two (2) days before the meeting, unless each Director shall waive notice thereof before, at, or after the meeting.

SECTION 13. SPECIAL MEETINGS. Special Meetings of the Board of Directors shall be held at such other times as shall be determined by the Chairman or by a majority of the

Directors. Notice of any Special Meeting shall be given by the Secretary to each Director at least two (2) days before the meeting unless each Director shall waive notice thereof before, at or after the meeting.

SECTION 14. PRESUMPTION OF ASSENT. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any Corporation matter is taken shall be presumed to have assented to the action taken unless the Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

SECTION 15. PUBLIC MEETINGS AND PUBLIC RECORDS OF THE BOARD OF DIRECTORS. Notwithstanding anything to the contrary in these bylaws, the Board of Directors of the Corporation shall conduct its activities and its meetings (regular and special) in accordance with the Florida Open Meetings Laws (also Florida Sunshine Law) as set forth in Article I, Section 24 of the Florida Constitution as it may exist from time to time and in Florida Statutes Chapter 286.011 as amended or restated from time to time. Notice of all meetings shall be provided as set forth in such laws. The Corporation shall maintain its records in such a way so as to comply with Florida Statutes Chapter 119 relating to Public Records.

SECTION 16. DIRECTOR CONFLICTS OF INTEREST. A Conflict of Interest is described as: "an actual or perceived interest by a member in an action which results or has the appearance of resulting in personal, organizational, or professional gain. This "actual or appearance of a bias" in the decision making process is based upon the dual role of a member, who in addition to serving on the Board of Directors may be affiliated with other organizations, either as an employee(er), a member, or in some other capacity. A conflict of interest shall include, but not be limited to, a violation of Florida Statute §112.313(7) as it applies to members of the Board of Directors. To avoid potential conflicts, members of the Board of Directors shall not serve on the Board of Directors of other charter schools unless the persons serving on the Board of Directors of such charter school(s) are identical to the members of the Board of the Corporation. In no event may a member of the Board of Directors have or hold any employment or contractual relationship with the Corporation or any business entity or other entity doing business with the Corporation. In no event may a member of the Board of Directors have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her duties as a member of the Board of Directors.

SECTION 17. EXECUTIVE AND OTHER COMMITTEES. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, shall designate from among its members an executive committee consisting of the Officers set forth in Article VI below, and one at-large Director. The Executive Committee will handle the affairs of the Corporation as necessary between meetings of the Board of Directors.

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no committee shall have the authority to:

(a) fill vacancies on the Board or any committee thereof, or

(b) adopt, amend or repeal the Bylaws.

Each committee must have two (2) or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

SECTION 18. POWER TO ELECT OFFICERS. The Board of Directors, at their annual meeting, shall elect a Chairman, Vice-Chairman, Secretary and Treasurer. The Board of Directors shall have the power to appoint such other officers and employees as the Board of Directors may deem necessary for the transaction of the business of the Corporation. The Board of Directors shall have the power to fill any vacancy in any office, occurring for any reason whatsoever.

SECTION 19. DELEGATION OF POWERS. For any reason deemed sufficient by the Board of Directors, the Board of Directors may delegate any power or duty of any officer or Director to any other officer or Director.

SECTION 20. ANNUAL REPORTS. The Chairman, Vice-Chairman, Secretary and Treasurer shall present their respective reports of the operation of the Corporation for the preceding year, at the annual meeting of the year of the Board of Directors.

ARTICLE V. MANAGEMENT OF CORPORATION'S ASSETS

The assets of the Corporation shall be held, managed and invested by the Executive Committee of the Board of Directors, however, at no time may said assets be used or administered other than in furtherance of charitable purposes, within the meaning of Section 501(c)(3) of the Code. All investments of funds of the Corporation shall be first approved by the Board of Directors.

ARTICLE VI. OFFICERS

SECTION 1. OFFICERS. The officers of the Corporation shall consist of a Chairman, Vice-Chairman, Secretary and Treasurer, each of whom shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, and shall serve until their successors are chosen and qualify. The office of Chairman may only be held for two (2) consecutive terms. After serving two terms, the Director serving as Chairman may not be re-elected to that position until he/she has not served in that position for a one (1) year term. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time.

Any two (2) or more offices may be held by the same person. The failure to elect a Chairman, Vice-Chairman, Secretary or Treasurer shall not affect the existence of the Corporation.

SECTION 2. CHAIRMAN. The Chairman of the Corporation shall:

(1) preside at all meetings of the Board of Directors;

(2) be a member ex-officio of all committees;

(3) perform all other duties usually pertaining to the office of Chairman.

SECTION 3. VICE-CHAIRMAN. The Vice-Chairman of the Corporation shall:

(1) in the absence or on the death, inability or refusal to act of the Chairman, preside at all meetings of the Board of Directors;

(2) be a member ex-officio of all committees;

(3) be given those powers and duties determined by the Board of Directors;

(4) in the absence or on the death, inability or refusal to act of the Chairman, perform all other duties usually pertaining to the office of Chairman.

SECTION 4. SECRETARY.

(a) The Secretary of the Corporation shall:

(1) record the minutes of all meetings;

(2) write up the minutes for board approval at the next meeting;

(3) confer with the Chairman for possible omissions;

(4) send a duplicate copy of the minutes to all members of the Board of Directors;

(5) have custody of the seal of the Corporation;

(6) give notices of all meetings required by statutes, bylaws or resolutions;

(7) take the attendance record at meetings;

(8) maintain committee reports;

(9) carry on all necessary correspondence of the Corporation;

(10) perform such other duties as may be delegated to him/her by the Board of Directors.

(b) Any of the above duties may be delegated to the management company or another appropriate party as approved by and under the authority and direction of the Board of Directors.

SECTION 5. TREASURER. The Treasurer of the Corporation shall:

(1) be custodian of all funds and securities of the Corporation and collect interest thereon;

(2) keep a record of the accounts of the Corporation and report thereon at each regular meeting of the Board of Directors;

(3) make a report at the annual meeting and special reports when requested;

(4) deposit all moneys of the Corporation in the name of FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC., in a financial institution selected and designated by the Board of Directors subject to withdrawal for authorized purposes, upon the joint signatures of two (2) of the officers of the Corporation, one (1) of whom shall be the Treasurer and the other of whom shall be the Chairman;

(5) give bond in such amount as the Board of Directors may require, the Corporation to pay the premium for such bond;

(6) see that all government agency reports and returns are prepared and filed.

SECTION 6. RESIGNATION. The resignation of an officer shall be effective as of the date of delivery of a written notice to the Board of Directors or at a later date, if specified in the written notice.

ARTICLE VII. CONTRACTS, LOANS, CHECKS, DEPOSITS AND AUDITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 5. AUDITS. The Corporation's accounts and records shall be audited from time to time by a firm of certified public accountants at the expense of the Corporation.

ARTICLE VIII. LOANS TO DIRECTORS AND OFFICERS

Loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, may not be made by the Corporation to its Directors, officers or employees, or to any other corporation,

firm, association or other entity in which one or more of its Directors, officers, or employees is a Director, officer or employee or holds a substantial financial interest, except a loan by one corporation which is exempt from federal income taxation under Section 501(c)(3) of the Code. A loan made in violation of this Article is a violation of the duty to the Corporation of the Directors or officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan may not be affected thereby.

ARTICLE IX. PAYMENT OF DIVIDENDS AND DISTRIBUTION OF INCOME TO DIRECTORS AND OFFICERS PROHIBITED

A dividend may not be paid, and no part of the income or profit of the Corporation may be distributed, to its Directors or officers.

ARTICLE X. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

SECTION 1. ACTION AGAINST PARTY BECAUSE OF CORPORATE POSITION. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees inclusive of any appeal), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct unlawful. The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. ACTION BY OR IN THE RIGHT OF CORPORATION. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees inclusive of any appeal) actually and reasonably incurred by him in connection with the defense or settlement of such claim, action, or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court of competent jurisdiction (the "Court") in which such claim, action, or suit was

brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

SECTION 3. REIMBURSEMENT IF SUCCESSFUL. To the extent that a Director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any claim, action, suit, or proceeding referred to in Sections 1 or 2 of this Article X, or in defense of any claims, issue, or matter therein, he may be indemnified against expenses (including attorneys' fees inclusive of any appeal) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful (on the merits or otherwise) on any other claim, issue, or matter in any such claim, action, suit, or proceeding.

SECTION 4. AUTHORIZATION. Any indemnification under Sections 1 and 2 of this Article X (unless ordered by the Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, or by independent legal counsel in a written opinion.

SECTION 5. ADVANCED REIMBURSEMENT. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

SECTION 6. INDEMNIFICATION NOT EXCLUSIVE. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, rule of law, provision of Articles of Incorporation, Bylaws, agreement, vote disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity, while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Where such other provision provides broader rights of indemnification than these Bylaws, said other provision shall control.

SECTION 7. INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI. BOOKS AND RECORDS

SECTION 1. BOOKS AND RECORDS. The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of the Board of Directors and committees. The Corporation shall comply with the provisions of Florida Statutes Chapter 119 in regard to Public Records.

The books, records and minutes of the Corporation may be in writing or in any other form capable of being converted into written form within a reasonable time.

ARTICLE XII. FISCAL YEAR

The fiscal year of the Corporation shall be determined by the Board of Directors.

ARTICLE XIII. SEAL

The Board of Directors shall provide a corporate seal that shall be circular in form and shall be affixed in conjunction with the execution of documents by the Corporation, as required by law.

ARTICLE XIV. AMENDMENTS TO THE BYLAWS

The Bylaws of the Corporation shall be initially approved by a majority vote of the Board of Directors, and thereafter may be altered, amended or repealed by a majority vote of the Board of Directors.

ARTICLE XV. DISSOLUTION AND/OR TERMINATION OF CHARTER

When a charter is not renewed or is terminated, any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the Manatee County School Board. Capital outlay funds provided pursuant to Florida Statute §1013.62 (concerning Charter School Capital Outlay Funding) or its successor Statute) and federal charter school program grant funds that are unencumbered shall revert to the Department of Education to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all Manatee County School Board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Manatee County School Board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, Manatee County School Board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Manatee County School Board's request, until any appeal status is resolved. Further, upon the liquidation or dissolution of the Corporation, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the corporation and the distributions provided for above, shall be distributed to, and only to, an organization qualified as tax exempt under Section 501(c)(3) of the Code engaged in educational activities in the State of Florida. No part of the assets or the net earnings, current or accumulated, of the Corporation shall inure to the benefit of a private individual.

THE UNDERSIGNED HEREBY adopts and approves the foregoing Bylaws of FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

Adopted: JAN. 3, 2023.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

(CORPORATE SEAL)

By: _____
Printed Name: DWIGHT W. BARBER
Its: Chairman

Application: FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

Rebecca Mitchell - grants@als-education.com
2024 Public Charter School Program Grant (CSP) Planning, Program Design and Implementation

Summary

ID: 2024-0000000001
Last submitted: Jun 28 2024 04:10 PM (EDT)

Eligibility Form

Completed - Jun 26 2024

Eligibility Form

To be eligible to receive this grant, an applicant must meet the following criteria:

- **Submitted a charter school application to its Sponsor (district) using the new model charter school application (Form IEPC-M1, adopted February 2016); and**
- **Charter application has been approved by its Sponsor; or**
- **Charter application has been denied and applicant has a pending appeal.**

Only those charter schools that are approved by their Sponsor will be eligible to receive funds under this grant.

Does the applicant meet the eligibility criteria above?

Yes

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE
DBA BRADENTON BAY HIGH SCHOOL

Student Use of Technology Agreement and Release of Liability Form

Florida High School For Accelerated Learning- Manatee, DBA as Bradenton Bay High School (the school) authorizes students to use technology owned or otherwise provided by the school as necessary for instructional purposes. The use of the school technology is a privilege permitted at the school's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The school reserves the right to suspend access at any time, without notice, for any reason.

The school expects all students to use technology responsibly in order to avoid potential problems and liability. The school may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use the school's technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

This Policy is intended to fulfill requirements of state and federal laws to the extent applicable, including the Federal Children's Internet Protection Act (CIPA), 47 U.S.C. 254(h) and (l) and the Neighborhood Children's Internet Protection Act (N-CIPA), the 2008 Broadband Improvement Act and any applicable implementing regulations. As such, this policy addresses the following:

(A) Access by minors to inappropriate matter on the Internet;
(B) The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
(C) Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
(D) Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
(E) Measures designed to restrict minors' access to materials harmful to minors.

In using or accessing the school's Technology Resources, Users must comply with the following provisions.

Definitions

The school's technology includes, but is not limited to, computers, the school's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through the school's-owned or personally owned equipment or devices.

STUDENT EDUCATION

The school will educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

Student Obligations and Responsibilities

Students are expected to use the school's technology safely, responsibly, and for educational purposes only. The student in whose name the school's technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using the school's technology for improper purposes, including, but not limited to, use of the school's technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.

2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").

3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.

4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.

5. Intentionally disrupt or harm the school's technology or other school operations (such as destroying equipment, placing a virus on computers, adding or removing a computer program without permission from, changing settings on shared computers).

6. Install unauthorized software.

7. "Hack" into the system to manipulate data or other users.

8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or the school's practice.

Privacy
Since the use of the school's technology is intended for educational purposes, students shall not have any expectation of privacy in any use of the school's technology.

The school reserves the right to monitor and record all use of the school's technology, including, but not limited to, access to the Internet or social media, communications sent or received from the school's technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any of the school's technology are the sole property of the school. The creation or use of a password by a student on the school's technology does not create a reasonable expectation of privacy.

Personally Owned Devices
If a student uses a personally owned device to access the school's technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting
If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of the school's technology, he/she shall immediately report such information to the teacher or other school personnel.

Consequences for Violation
Violations of the law, Board policy, or this agreement may result in revocation of a student's access to the school's technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment
I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and the school's policies and regulations governing the use of the school's technology. I understand that there is no expectation of privacy when using the school's technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Student Name: _____ Student Signature: _____
(Please print)

Date: _____ Grade: _____ School: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use the school's technology and/or to access the school's computer network and the Internet. I understand that, despite the school's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, and school personnel against all claims, damages, and costs that may result from my child's use of the school's technology, or the failure of any technology protection measures used by the school. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

Parent Name: _____ Parent Signature: _____
(Please print)

Date: _____

Definitions

Information Systems: All electronic means used to create, store, access, transmit, and use data, information, or communications in the conduct of administrative, instructional, research, or service activities.

Additionally, it is the procedures, equipment, facilities, software, and data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

Authorized User: An individual or automated application or process that is authorized access to the resource by the system owner, in accordance with the system owner's procedures and rules.

Extranet: An extranet is a private computer network that allows controlled access to specific external users, such as partners, suppliers, or customers, to a company's internal resources, applications, and information. The extranet is an extension of a company's intranet, but with a limited scope of accessibility to specific external parties. It enables secure communication and collaboration between the company and its external partners, enabling them to share information, data, and resources with each other in a controlled and secure environment.

Overview

Data, electronic file content, information systems, and computer systems at Accelerated Learning Solutions must be managed as valuable organization resources.

Information Technology's (IT) intentions are not to impose restrictions that are contrary to Accelerated Learning Solutions' established culture of openness, trust, and integrity. IT is committed to protecting Accelerated

Learning Solutions' authorized users, partners, and the company from illegal or damaging actions by individuals either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including, but not limited to, computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and File Transfer Protocol (FTP) are the property of Accelerated Learning Solutions.

These systems are to be used for business purposes in serving the interests of Accelerated Learning Solutions and of its clients and members during normal operations.

Effective security is a team effort involving the participation and support of every Accelerated Learning Solutions employee, volunteer, and affiliate who deals with information and/or information systems.

It is the responsibility of every computer user to know these guidelines and to conduct activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at Accelerated Learning Solutions. These rules are in place to protect the authorized user and Accelerated Learning Solutions. Inappropriate use exposes Accelerated Learning Solutions and its clients to risks including virus attacks, compromise of network systems and services, and legal issues.

Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct Accelerated Learning Solutions business or interacts with internal networks and business systems, whether owned or leased by Accelerated Learning Solutions, the employee, or a third party.

All employees, volunteer/directors, contractors, consultants, temporaries, and other workers at Accelerated Learning Solutions, including all personnel affiliated with third parties, are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Accelerated Learning Solutions policies and standards, local laws, and regulations.

Policy Detail

Ownership of Electronic Files

All electronic files created, sent, received, or stored on Accelerated Learning Solutions owned, leased, or administered equipment or otherwise under the custody and control of Accelerated Learning Solutions are the property of Accelerated Learning Solutions.

Privacy

Electronic files created, sent, received, or stored on Accelerated Learning Solutions owned, leased, or administered equipment, or otherwise under the custody and control of Accelerated Learning Solutions are not private and may be accessed by Accelerated Learning Solutions IT employees at any time without knowledge of the user, sender, recipient, or owner.

Electronic file content may also be accessed by appropriate personnel in accordance with directives from Human Resources, VP of Operations, VP of Educational Platforms, or the CEO.

General Use and Ownership

Access requests must be authorized and submitted from departmental supervisors for employees to gain access to computer systems. Authorized users are accountable for all activity that takes place under their username.

Authorized users should be aware that the data and files they create on the corporate systems immediately become the property of Accelerated Learning Solutions. Because of the need to protect Accelerated Learning

Solutions' network, there is no guarantee of privacy or confidentiality of any information stored on any network device belonging to Accelerated Learning Solutions.

For security and network maintenance purposes, authorized individuals within the Accelerated Learning Solutions IT Department may monitor equipment, systems, and network traffic at any time.

Accelerated Learning Solutions' IT Department reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Accelerated Learning Solutions' IT Department reserves the right to remove any non-business-related software or files from any system.

Examples of non-business-related software or files include, but are not limited to; games, instant messengers, pop email, music files, image files, freeware, and shareware.

Security and Proprietary Information

All mobile and computing devices that connect to the internal network must comply with this policy and the following policies:

- Account Management
- Anti-Virus
- Owned Mobile Device Acceptable Use and Security
- E-mail
- Internet
- Safeguarding Member Information
- Personal Device Acceptable Use and Security
- Password
- Cloud Computing
- Wireless (Wi-Fi) Connectivity

- Telecommuting

System level and user level passwords must comply with the Password Policy. Authorized users must not share their Accelerated Learning Solutions login ID(s), account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authentication purposes.

Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

Authorized users may access, use, or share Accelerated Learning Solutions proprietary information only to the extent it is authorized and necessary to fulfill the users assigned job duties.

All PCs, laptops, and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less.

All users must lockdown their PCs, laptops, and workstations by locking (control-alt- delete) when the host will be unattended for any amount of time. Employees must log-off, or restart (but not shut down) their PC after their shift.

Accelerated Learning Solutions proprietary information stored on electronic and computing devices, whether owned or leased by Accelerated Learning Solutions, the employee, or a third party, remains the sole property of Accelerated Learning Solutions. All proprietary information must be protected through legal or technical means.

All users are responsible for promptly reporting the theft, loss, or unauthorized disclosure of Accelerated Learning Solutions proprietary information to their immediate supervisor and/or the IT Department.

All users must report any weaknesses in Accelerated Learning Solutions computer security and any incidents of possible misuse or violation of this agreement to their immediate supervisor and/or the IT Department.

Authorized users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan Horse codes.

Unacceptable Use

Users must not intentionally access, create, store, or transmit material which Accelerated Learning Solutions may deem to be offensive, indecent, or obscene.

Under no circumstances is an employee, volunteer/director, contractor, consultant, or temporary employee of Accelerated Learning Solutions authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing Accelerated Learning Solutions-owned resources.

System and Network Activities

The following activities are prohibited by users, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Accelerated Learning Solutions.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution from copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Accelerated Learning Solutions or the end user does not

have an active license is prohibited. Users must report unlicensed copies of installed software to IT.

- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Accelerated Learning Solutions computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Attempting to access any data, electronic content, or programs contained on Accelerated Learning Solutions systems for which they do not have authorization, explicit consent, or implicit need for their job duties.
- Installing any software, upgrades, updates, or patches on any computer or information system without the prior consent of Accelerated Learning Solutions IT.
- Installing or using non-standard shareware or freeware software without Accelerated Learning Solutions IT approval.
- Installing, disconnecting, or moving any Accelerated Learning Solutions owned computer equipment and peripheral devices without prior consent of Accelerated Learning Solutions' IT Department.
- Purchasing software or hardware, for Accelerated Learning Solutions use, without prior IT compatibility review.
- Purposely engaging in activity that may;
    - degrade the performance of information systems;
    - deprive an authorized Accelerated Learning Solutions user access to Accelerated Learning Solutions resource;
    - obtain extra resources beyond those allocated; or

    - circumvent Accelerated Learning Solutions computer security measures.
- Downloading, installing, or running security programs or utilities that reveal passwords, private information, or exploit weaknesses in the security of a system. For example, Accelerated Learning Solutions users must not run spyware, adware, password cracking programs, packet sniffers, port scanners, or any other non- approved programs on Accelerated Learning Solutions information systems. The Accelerated Learning Solutions IT Department is the only department authorized to perform these actions.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with, or denying service to, any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with or disable a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

Access to the Internet at home, from an Accelerated Learning Solutions-owned computer, must adhere to all the same policies that apply to use from within Accelerated Learning Solutions facilities. Authorized users must not allow family members or other non-authorized users to access Accelerated Learning Solutions computer systems.

Accelerated Learning Solutions information systems must not be used for personal benefit.

Incidental Use

As a convenience to the Accelerated Learning Solutions user community, incidental use of information systems is permitted. The following restrictions apply:

- Authorized Users are responsible for exercising good judgment regarding the reasonableness of personal use. Immediate supervisors are responsible for supervising their employees regarding excessive use.
- Incidental personal use of electronic mail, internet access, fax machines, printers, copiers, and so on, is restricted to Accelerated Learning Solutions approved users; it does not extend to family members or other acquaintances.
- Incidental use must not result in direct costs to Accelerated Learning Solutions without prior approval of management.
- Incidental use must not interfere with the normal performance of an employee's
- work duties.
- No files or documents may be sent or received that may cause legal action against, or embarrassment to, Accelerated Learning Solutions.
- Storage of personal email messages, voice messages, files, and documents
- within Accelerated Learning Solutions' information systems must be nominal.
- All messages, files, and documents — including personal messages, files, and documents — located on Accelerated Learning Solutions information systems are owned by Accelerated Learning Solutions, may be subject to open records requests, and may be accessed in accordance with this policy.

Review and Acceptance

All Accelerated Learning Solutions staff is responsible for review and acceptance of *Policy 1: Acceptable Use* upon starting work at Accelerated Learning Solutions (see Exhibit A).

New employee onboarding and training shall include this Policy 1 at a minimum, and in addition to all other applicable training and orientation material, and instructions for acceptance shall be provided at that time. Signed acceptance will be received and retained by Information Technology management.

EXHIBIT A

[This exhibit is a copy of the current Acceptable Use of Information Systems receipt.]

Receipt of Acceptable Use of Information Systems

Please sign this form and return it to Information Systems

I have received a copy of the Accelerated Learning Solutions Acceptable Use of Information Systems Policy.

I understand the information in the Acceptable Use of Information Systems policy, and it is my responsibility to review and become familiar with all of the material contained in the Policy.

I understand the most updated policies will always be located on the intranet for my reference, and it will be my responsibility to review the policies as they are updated.

I further understand the content of the Policy supersedes all policies previously issued. I also understand that Accelerated Learning Solutions may supersede, change, eliminate, or add to any policies or practices described in the Policy.

My signature below indicates that I have received my personal copy of the Acceptable Use of Information Systems Policy and it will be my responsibility to review the policies as they are updated.

User Signature_____

User Name (printed)_____

Date:_____

***Retain one copy of this Receipt for your records and return the other copy to Information Systems.*

Special Magistrate for Unresolved Student Welfare Complaints

On October 19, 2022, the State Board of Education adopted Rule 6A-6.0791, Florida Administrative Code (F.A.C.), Special Magistrate for Unresolved Student Welfare Complaints at Charter Schools. This rule is applicable to all charter schools. The purpose of Rule 6A-6.0791, F.A.C., is to support parental rights by providing charter school parents with a more expedient route to resolve certain disputes, in lieu of filing a lawsuit in court.

Disputes That May Qualify For Special Magistrate Review

The type of dispute a Special Magistrate can consider is limited to matters described in the six areas, as set forth in section 1001.42(8)(c)1.-6., Florida Statutes.

Step 1:

Under **F.A.C. 6A-6.0791**, charter schools have their own adopted procedures under **Special Magistrate for Unresolved Student Welfare Complaints**. *"Before requesting a Special Magistrate, Rule 6A-1.094125, F.A.C., and Rule 6A-6.0791, F.A.C., requires that parents attempt to resolve the matter with the school principal. You should always feel free to share your concerns directly with the principal of your child's school."* The complainant may find the grievance form and school's process below. This information is also located on the school's website.

Step 2:

If that complaint cannot be resolved by the charter school, then the charter must fully cooperate in its local school district's resolution procedures and comply with the district's decision for resolution of the complaint. *"Before requesting a Special Magistrate, Rule 6A-1.094125, F.A.C., also requires that parents attempt to resolve the matter with their school district. You should always feel free to share your concerns directly with your child's school district. School district contact information is available at https://www.fldoe.org/accountability/data-sys/school-dis-data/superintendents.stml."*

Step 3:

If a parental complaint involving certain types of disputes is not resolved at the local level by a charter school administrator within seven business days, or subsequently, a school district decision within 30 business days, a parent/guardian may submit a form to the Florida Department of Education requesting the appointment of a Special Magistrate. If the request is granted, a Special Magistrate would hold a hearing and provide a recommended decision to the State Board of Education on the dispute between a parent and the school district. The State Board of Education would either approve or reject the recommended decision within 30 business days.

"Parents seeking the appointment of a Special Magistrate must use the form "Request for Appointment of a Special Magistrate." Parents can contact the Florida Department of Education staff to assist with questions and answers throughout the process. Inquiries may be emailed to SpecialMagistrate@fldoe.org or parents may contact the Office of Professional Practices Services".

Documents can be mailed to:
Florida Department of Education
325 West Gaines Street, Suite 224
Tallahassee, FL 32399
Phone: 850-245-0438
Fax: 850-245-0621

Additional information can be found at: **https://www.fldoe.org/schools/k-12-public-schools/special-magis.stml**

Grievance Reporting Form

This form is to be filled out to report complaints related to student welfare and parent rights under Florida law. Please complete the form and send to your school's administrator who will be in contact with you to discuss your concerns.

Name of person filing grievance:	
Relationship to school: (i.e. parent/guardian of current student attending school, parent of withdrawn student)	
Name(s) of student(s) currently enrolled in the school:	
Best telephone contact number:	
Email address:	
Today's date:	
Date of event on which this grievance is based:	

Please describe your grievance as specifically as possible using details such as date, times, locations, situations, etc.

With whom have you conferred to resolve the matter?

Name of Contact:	
Date of Contact:	

Signature: _____ Date: _____

SCHOOL USE ONLY

Received by: _____ Date and time: _____

Referred to: _____ Date and time: _____

Procedures followed for specific matters covered by HB 1557, Special Magistrate Option

1. The grievance form is filled out and submitted to the school administrator by the student's parent. If the complaint is made orally, the information will be documented, and the complainant will be requested to fill out the form.
2. Once the grievance form has been received, it will be sent immediately to the appropriate administrator, who will contact the complainant in a reasonable amount of time.
3. If the issue is not satisfactorily resolved, an appointment will be made between the parents & principal. Attempts will be made to resolve the issue within 7 business days.
4. Internal process:
    a. Complaint received.
    b. Time/date stamped.
    c. Immediate notification to administrator.
    d. Administrator will contact the complainant and investigate the complaint.
    e. If the administrator cannot satisfactorily resolve the issue, the principal will meet with the complainant to discuss the complaint.
    f. Documentation of above will be recorded.
    g. If the issue is not resolved, complaints will be turned over to the district and will follow their procedure.
    h. If a complainant is still dissatisfied, they may file a request to have a special magistrate assigned to their complaint.

For additional information visit the Florida Department of Education website:
https://www.fldoe.org/schools/k-12-public-schools/special-magis.stml

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE
DBA BRADENTON BAY HIGH SCHOOL

STUDENT ENROLLMENT / ADMISSIONS POLICY

Students will be admitted to Florida High School for Accelerated Learning – Manatee. DBA Bradenton Bay High School (the "School") regardless of race, gender religion or ethnic origin and our admission and dismissal procedures will be equitable for all students. Students are able to enroll throughout the year at the school. Students have the opportunity to call in via a toll free number on our web site throughout the week and on weekends to ask questions or to inquire about admission into the program.

In the event that the number of all eligible applicants for enrollment exceeds the School's capacity, the School shall perform a random selection process to determine which students are enrolled and which students are placed on a waiting list in the order determined by the lottery.

The following categories of students will be exempted from the lottery process:

A. Siblings of existing enrolled students; or
B. Children of a founding board member; or
C. Children of an employee of the School.

The Principal or his/ her designee will manage the lottery process and maintain appropriate documentation thereof.

1. Effective immediately, the School will set and advertise a registration / lottery date.

2. If the number of applicants is fewer than or equal to the number of available slots each qualified applicant will be accepted and enrolled.

3. If the number of applicants meeting the established criteria of this charter exceeds the stated capacity of the school each student will be placed in a random lottery.

4. Each application will be given a number, and all numbers will be placed in a container. Numbers will be drawn on a random basis and all slots will be filled based on the order of the drawing. All numbers will be picked - and the remainder will be used to create the waiting list (the list will be developed based on the number order).

5. There will be at least two staff members present during the lottery drawing, and the lottery will be open to the public.

6. After the "Lottery" is completed, students will be contacted in the order in which names were randomly drawn and established on the waiting list.

7. As openings arise throughout the year, the next student on the waiting list will be offered the "space." Applications will be accepted throughout the school year and be assigned a number. As openings are available, and the new applicants are added, the names will be re-drawn from

all names to date (less those accepted/ withdrawn/ removed by request) by subsequent random lottery drawings.

8. The parent, or eligible student, has 48 hours to accept/ refuse the opening and must complete all required documentation for admission into the program. If the parent, or eligible student, is not able to do so, the space will go to the next student on the waiting list. Applicant names for parents (eligible students) who do not respond within 48 hours, or who do not accept the available space, will be removed from the list and requested to reapply in the future if they would like to be considered in the lottery process at a later date.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE
DBA BRADENTON BAY HIGH SCHOOL

Inventory Control Policy

A list of all purchased property shall be kept detailing the type, identification number, original cost, purchase date, disposal date and location.

The School will maintain an inventory report for all grant funded equipment/inventory, which will include the following fields:

- Item Number
- Item Description
- Funding Source
- Acquisition Date
- Cost
- Location / Room #
- Condition
- Disposition Date

The inventory report will be updated as new items are purchased, items are disposed / given a final disposition and during each biannual inventory, which will be completed and signed by the principal as property custodian.

Items purchased with grant funds with 600-series object codes will be labeled:

Property of Manatee County Public Schools / Bradenton Bay High School
Inventory ID/Serial Number (which matches inventory report)
Purchased with XXX Grant Funds

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE
DBA BRADENTON BAY HIGH SCHOOL

PROCUREMENT POLICY

Florida High School for Accelerated Learning – Manatee DBA Bradenton Bay High School (the "School") will follow accounting policies and procedures that comply with generally-accepted accounting principles (GAAP). Any procurement of goods and services shall be made by the procurement officer/authorized agent in the best interest of the school, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to, price, quality, availability, timelines, reputation and prior dealings.

The School shall not purchase any goods or services from any member of the governing board, an immediate family member of any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the potential benefits.

As a condition of the receipt of federal funds, the following requirements also apply:

For the acquisition of supplies or services for which the aggregate dollar amount does not exceed the micro-purchase threshold (currently $10,000)[1], purchases may be awarded without soliciting competitive quotations if the School considers the price to be reasonable.

Any supplies or services purchase greater than $10,000 (the current micro-purchase threshold) and less than $250,000 (the current threshold for simplified acquisitions) will be subject to the acquisition of three written/printed price quotes prior to actual purchase and a written notation explaining the vendor selection.

These quotes may be obtained from RFQs (Requests For Quotes) submitted to vendors, from catalogs (print or online), or other inquiries of vendors.

Purchases will be made from the bidder or vendor whose bid or offer is responsive to the solicitation and is most advantageous in terms of price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or vendor shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the School's interest to do so.

For any supplies or services purchases over $250,000, bids will be publicly solicited and a firm fixed price contract (lump sum or unit price) will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation

[1] Per Office of Management and Budget Memorandum, Implementing Statutory Changes to the Micro-Purchase and the Simplified Acquisition Threshold for Financial Assistance, dated June 20, 2018

for bids, is the lowest in price.

A purchase may be without competition if the governing board determines in writing that there is only one source for the required material, service or item. Sole source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole source procurement shall be retained in the procurement file by the governing board.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE

DBA BRADENTON BAY HIGH SCHOOL

Record Retention and Destruction Policy

This Policy pertains to all records and documents, regardless of physical form or characteristics, which have been created or received by Florida High School for Accelerated Learning – Manatee (the "School") in connection with the transaction of school business. For purposes of this policy, "records" are defined as recorded information that is generated internally or received from external sources that is utilized in the transaction of school business, related to the school's legal obligations, documenting a transaction or verifying a receipt. Recorded information can be comprised of various characteristics and can be found on different media including paper, photographs, audio or video recordings, electronic messages, computer hard drives, tapes, compact discs, microfilm and microfiche. Florida Records Retention Schedule (GS1-SL GS-7)

Physical Records

Physical records, which include all records not stored electronically, shall be retained and disposed of in the manner described in the destruction section below.

Physical records shall be indexed in an organized and consistent manner, reflecting the way the records will be retained and referenced for later retrieval.

Electronic Records

Electronic records (all records stored electronically) shall be retained and disposed of in the manner described in the destruction section below.

Electronic records shall be indexed in an organized and consistent manner, reflecting the way the records will be retained and referenced for later retrieval.

All records are the property of the school and no employee has any personal or property right to such records regardless of his or her position or the fact that he or she may have developed or compiled them.

Employees should refer to the Document Retention Schedule attached to this policy for information concerning the period for specific types of records. Records shall not be destroyed before the required retention period has expired. Additionally, records shall not be retained for longer than the required retention period without first contacting the person designated by the school to implement and ensure compliance with this policy. Duplicates of original documents should generally be discarded after use unless necessary to support current operations. If duplicates are retained, they should be discarded after they have served their purpose. In no event should duplicates be retained for a period longer than the retention period for the original document.

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Electronic documents shall be retained as if they were paper documents. Any electronic files that fall into one of the document types on the schedule set forth below shall be maintained for the appropriate amount of time. Electronic and voice mail and other electronic data that are personal in nature and do not involve school operations should be destroyed.

Upon any indication of an official investigation or litigation, document destruction shall be suspended immediately. After learning of such an investigation or litigation, the person designated to be responsible for implementing this policy and ensuring compliance with it shall issue notice to all school personnel indicating that no documents should be destroyed until further notice. Destruction shall be reinstated upon the conclusion of the investigation or litigation. Employees are prohibited from discarding documents that would normally be retained for a longer period of time because they believe that the records might be harmful to any employee or the school. The unauthorized destruction, removal, use, falsification or inappropriate alteration of any record is prohibited.

Records are to be maintained for the minimum retention periods stated below to meet legal requirements; ensures retention for historical or archival purposes, ensures necessary documentation to defendable in legal proceedings or relevant to an action that has been threatened or commenced; ensures that documents are available for audit; and assists in normal management operations.

Destruction
Proper disposal or destruction of paper and electronic records is required. Records must be destroyed by shredding, erasing, or otherwise modifying the information of the record to make the record unreadable, undecipherable or irreversible through generally available means.

*Although this is not an all-inclusive list, any employee who is uncertain of whether or not to destroy a document is required to contact the person designated to be responsible for implementing this policy and ensuring compliance with it prior to destruction.
FLORIDA RECORDS RETENTION SCHEDULES

ABSENTEE EXCUSES AND TARDIES SLIPS STUDENT: 30 days after end of grading period provided any grade appeal period expired.

ADMISSION FOLDERS: 3 fiscal years.

ABUSE/NEGLECT/ABANDONMENT RECORDS: This record series consists of reports submitted to the Department of Children and Families: 3 anniversary years OR 1 anniversary year after case closed, whichever is sooner.

ACCESS LOG: PERSONNEL RECORDS: Retention pursuant to Section 1012.31(2)(f), Florida Statutes, Personnel files: Retain as long as personnel file.

ACCESS LOG: STUDENT EDUCATION RECORDS: The retention is based on 34CFR99.32(a): RETENTION: Permanent.

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ACCIDENT RECORDS: STUDENTS: 4 anniversary years after date accident reported.

ACCREDITATION RECORDS: 5 fiscal years after accreditation determination.

APPRENTICESHIP AGREEMENT RECORDS: 5 anniversary years after completion of or cancellation from program.

ARREST INFORMATION: STUDENT: Destroy no later than 9 months from date of arrest.

AWARD AND RECOGNITION SELECTION RECORDS: 90 days.

BALLOTS: STUDENT ELECTIONS/POLLS: 90 days after results announced.

BIOMETRIC IDENTIFICATION RECORDS: identifying students using electronic identification systems: Retain until student is no longer registered in school.

CAREER AND TECHNICAL EDUCATION INFORMATION SYSTEM: FINAL CLASS REPORTS: 3 fiscal years.

CERTIFICATES: AGE: Retain until obsolete, superseded or administrative value is lost.

CHARTER SCHOOL RECORDS/CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS: This record series consists of documentation required for the approval or denial of the establishment of a charter school and for

continuing operation of approved charter schools: 2 anniversary years after denial of application or expiration or termination of charter.

CLASS SYLLABUS RECORDS: Retain until end of grade appeal period for semester or school year to which syllabus applies.

COURSE OUTLINES: Outlines may include date of classes to be taught, subject matter and assignments, test dates, paper/project topics and due dates, and the office location and hours of the instructor: Retain until obsolete, superseded or administrative value is lost.

CURRICULUM FILES: This record series consists of curriculum course guides which establish requirements in the various areas of study showing.

philosophy, scope, approved instructional resources, objectives, methods of evaluation, and handbooks: 3 fiscal years.

DIPLOMAS/CERTIFICATES/AWARDS: STUDENT This record series consists of student diplomas, certificates or awards which are never collected by students or are returned to the school due to a wrong address: 90 days.

DISCIPLINE RECORDS: STUDENT (MAJOR OFFENSE): This record series consists of records created in reviewing an adverse action or statement against a student. The series may include, but is not limited to, a copy of the proposed adverse action with supporting documents,

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statements of witnesses, reports. (including bus drivers' reports on students' misbehavior on school buses), and decisions.: 3 school years.

DISCIPLINE RECORDS: STUDENT (MINOR OFFENSE): Retain until end of school year.

DISCIPLINE RECORDS: STUDENT - SEXUAL HARASSMENT/ASSAULT: 100 anniversary years.

EMERGENCY NOTIFICATION RECORDS: Retain until end of school year or program to which the forms apply.

E-RATE forms: 10 years

ENGLISH LANGUAGE LEARNER (ELL) RECORDS: 6 fiscal years after graduation or projected graduation.

EXCEPTIONAL STUDENT EDUCATION (ESE) RECORDS: 6 fiscal years after graduation, transfer out of program, refusal of admittance to the program, or withdrawal from school district. If MEDICAID FUNDED: 7 fiscal years after graduation, transfer out of program, refusal of admittance to the program, or withdrawal from school district.

EXPULSION RECORDS: 5 fiscal years after final disposition.

FOLLOW-UP SURVEYS AND PLACEMENT REPORTS: 5 fiscal years.

FOOD SERVICE RECORDS: 5 fiscal years.

FULL-TIME EQUIVALENCY RECORDS INCLUDING TRANSPORTATION: 3 fiscal years.

GRADE RECORDS: FINAL GRADES: 3 fiscal years.

GRADE RECORDS: INTERIM GRADES: Retain until obsolete, superseded or administrative value is lost.

HEALTH IMMUNIZATION CERTIFICATION: RETENTION: Permanent in cum folder.

HEALTH IMMUNIZATION NOTICE OF NONCOMPLIANCE: Retain until in compliance or end of school year, whichever occurs first.

LESSON PLAN RECORDS Item: 3 fiscal years.

PARENT/GUARDIAN CONSENTS FOR PHOTOGRAPHIC/VIDEO/AUDIO RECORDING OF STUDENT: 3 school years.

RELEASE OF STUDENT INFORMATION: DIRECTORY INFORMATION WITHHOLDING REQUEST: This record series documents requests by parents, guardians, or eligible students to withhold the release of any or all student directory information under the provisions of the Family Educational Rights and Privacy Act (FERPA), 34CFR99.37, What conditions apply to disclosing directory information, and 20 U.S.C. 1232g, Family educational and privacy rights. FERPA defines "directory information" as "information contained in an education record of a student that

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would not generally be considered harmful or an invasion of privacy if disclosed …" (34CFR99.3, What definitions apply to these regulations): Retain until obsolete, superseded or administrative value is lost.

RELEASE OF STUDENT INFORMATION: GENERIC: This record series consists of authorizations by the parent/guardian or the adult student to release student educational information to another party: 4 anniversary years after records released or last effective date of authorization, whichever is later.

SCHOOL DEMOGRAPHIC REPORTS: This record series consists of demographic reports for public schools including, but not limited to, race, gender, and grade level for each school and a summary total for the county. The reports provide a history of enrollment for the district and the makeup of all schools and measure growth for county funding. This series covers reports maintained by the school/district, not the reports submitted to the Florida Department of Education: Permanent.

SCHOOL IMPROVEMENT PLAN RECORDS: 3 fiscal years.

SCHOOL SAFETY RECORDS: PLANS AND COMPLIANCE RECORDS: 10 anniversary years.

SECURITY SCREENING RECORDS: Records may include, but are not limited to, requests for and results of background and driver's license checks, fingerprints, copies of driver's licenses, and any other supporting documentation.: 6 anniversary years after receiving results of screening.

STUDENT CLASS WORK RECORDS: This record series consists of non-standardized tests, term papers, reports, homework, art work, lab projects, and other class work materials. Class work in the possession of a student is not a public record. This retention applies only to class work in the care of the teacher or other staff member. Retain 3 years or 1 year after graduation.

STUDENT ADVISEMENT/COUNSELING RECORDS: This record series consists of documentation used by student advisors or counselors to assist in advising individual students. The series may include, but is not limited to, result of interest inventories; individual aptitude and ability tests; personality inventories; placement tests; counselors' notes; copies of transcripts; grade reports; personal data sheets; appointment and advisement slips; correspondence; and other documents pertaining to individual students who have transferred or withdrawn from school. Retain 1 year after graduation or 3 years after transfer or withdrawal. Also see STUDENT EDUCATION RECORDS: CATEGORY B.

STUDENT EDUCATION RECORDS: This record series consists of permanent student records as defined in the Department of Education. RETENTION: Permanent; therefore, following district guidance of when to send back to district storge.

STUDENT EDUCATION RECORDS: CATEGORY B This record series consists of temporary student records as defined by the Department of Education, "information which is subject to periodic review and elimination when the information is no longer useful." These include health

Draft

information; family background data; standardized test scores; academic improvement plans; progress monitoring plans; educational and career plans; correspondence from community agencies or private professionals; discipline records; academic and behavioral intervention services; psychological evaluations; therapeutic treatment plans and therapy progress notes; correspondence from community agencies or private professionals; screening/background information or drug testing results for students registering for career and technical educational institutions. RETENTION: 3 school years.

STUDENTS WITH DISABILITIES EDUCATIONAL PLANS: 6 fiscal years after graduation, projected graduation date, transfer out of program, refusal of admittance to the program, or withdrawal from school district, whichever is applicable.

RELEASE OF STUDENT INFORMATION: MEDICAL: This record series consists of authorizations by the parent/guardian or the adult student for release of medical records by a full service clinic or school nurse for the purpose of transfer, family request, or another doctor's review. Physical or mental health data can only be released to a health professional. This release is identical to those required in more formalized health care facilities. RETENTION: 7 anniversary years.

TRUANCY CASE: This record series consists of case files documenting actions taken by the school board regarding non-enrollment and/or nonattendance of individual students pursuant to Section 1003.26: 5 anniversary years after case closed.

UNREGISTERED STUDENT RECORDS: This record series documents students who began or completed an admissions or screening process but did not register for classes.: 3 fiscal years.

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FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE

DBA BRADENTON BAY HIGH SCHOOL

SEGREGATION OF FINANCIAL DUTIES POLICY

The Board of Directors of Florida High School for Accelerated Learning – Manatee DBA Bradenton Bay High School (the "School") has a strong commitment to sound financial management, which is evidenced by the implementation of many internal financial controls.

The Board of Directors ("Board") is accountable for the financial performance of the School. The Board governs all operations of the School, delegating day-to-day management to the administrative staff. The Board approves budgets, sets policy, establishes and approves procedures, ensures that financial reports are made and controls are in place, and makes certain that the financial management of the School meets regulatory requirements, maintains sound fiscal standards, and remains financially viable.

The Board has selected ALS Education, LLC. ("ALS") to manage the School. ALS maintains a support service operation in Orlando, Florida with complete and extensive financial management services and controls. These operations currently manage and are responsible for all financial aspects of ALS's schools including cash flow, budgeting, purchasing, accounts payable, accounts receivable, payroll, human resources, benefits administration, information technology, and insurance and risk management.

Internal financial controls of ALS include, but are not limited to:

- Segregation of duties – Expenditures are approved at the site level by the Principal or designee. Invoices and purchase orders are matched and verified by accounting department personnel.

  Disbursements - School personnel have no access to the School bank account. At the Board level, all disbursements are made electronically. Both the Board Chair and the Board Treasurer receive a copy of the invoice for payment. The invoices are submitted to the Board Chair for approval. (Prior to submission, documentation is reviewed by ALS to ensure the purchase orders and invoices fall within the approved grant award effective/ending dates and match to the approved budget). The Board Chair approves the invoice and correlating payment and sends approval to the bank for electronic payment processing. The Board Treasurer then initiates an electronic check for payment via online banking. The disbursement details that are printed on the bank statement are reviewed and reconciled monthly by the ALS Finance Department. The names/signatures of at least two persons at the Principal or higher level will be recorded in the supporting documentation for all purchases exceeding $750.00. All expenditures are reported to the Independent CPA who compiles the monthly financial

statements, including the reconciled bank balance, amongst other financial documentation.

At ALS, only three senior executives can sign checks. While only a single signature is required, a second executive reviews the checks, the disbursements report, and supporting documentation before the first executive signs the checks.

- Receipts – The School receives all significant receipts from the school district electronically. The School does occasionally receive physical checks in the mail for small dollar amounts. The School Executive Assistant retains a photo copy and sends the original checks to ALS for deposit. The individual at ALS receiving the checks creates a check log. A second individual deposits the checks.
- Other – As mentioned above, the independent CPA reviews the bank statement monthly, including all bank transactions on a line-by-line basis. ALS reconciles the bank statement and provides to the Independent CPA who compiles the School's monthly financial statements.
- An extensive budgetary process is in place – Actual results vs. budget are reviewed by management and School personnel on a monthly basis.
- Financial statements including income statements, balance sheets, and cash flow statements are produced on a timely basis and reviewed monthly by management and appropriate School personnel.
- Key financial drivers include accounts receivable aging and accounts payable aging; cash flow is reviewed weekly by management.
- All financials are independently audited at year end with a management letter and recommendations submitted to the board annually by an independent auditor.
- The School's Board retains approval and oversight responsibility for the finances of the School and will receive regular reports on actual results as compared to the budget and projected cash flow for the remainder of the school year.

An annual audit report will be furnished to the Board to provide an overview of the School's financial condition in both short and long term. The audit report will include a complete set of financial statements and notes to the statements, which will be prepared by an independent accounting firm. The audit report will be prepared in accordance with generally-accepted accounting principles and GASB 34, and will give the Board an opportunity to assess the School's finances and projected enrollment trends. These annual audits will be conducted for the School and its management company, at the June 30 fiscal year end.

Details regarding the annual audit are listed below:

(a) The Board of Directors will select an Audit Subcommittee.
(b) The Audit Subcommittee and ALS will work together to determine the best firm to conduct the School's audit.
(c) The Audit Subcommittee will make a recommendation to the Board of Directors regarding the auditing firm.
(d) The firm selected to conduct the audit will conduct the audit after the conclusion of the school-year and will report its results to the Board and the School District by September 30.

The Board will receive monthly financial statements and enrollment figures from its Accountant. ALS will work with the Board's accountant to provide the Board with more frequent financial reports upon request. These reports will include the balance sheet, income statement, bank reconciliation, and costs reports on a monthly basis or as dictated by the Board, School District, and the FDOE. The financial reporting will follow guidelines applicable to GASB #34 and include, where applicable, OMB Circular A-133 Cost Accounting and Reporting.

The School will work with the school district staff to ensure that all financial requirements are met and all reports are submitted on or before the required dates.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE
DBA BRADENTON BAY HIGH SCHOOL

Travel Reimbursement Policy – Federal Programs

Purpose

The school shall reimburse administrative, professional, and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.

Definitions

For purposes of this policy, travel costs shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.

Policy Guidance

School officials and employees shall comply with applicable Board policies and administrative regulations established for the reimbursement of travel and other expenses.

The validity of payments for travel costs for all school employees and school officials shall be determined by the Principal or designee of the Board.

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the school's non-federally funded activities, and in accordance with the school's travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at the current IRS rate per mile as approved by the Board for other travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by the Board.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies (1) participation of the individual is necessary to the federal award; and (2) the costs are reasonable and consistent with the school's established policy.

FERPA/PII Policy

Family Education Rights and Privacy Act (FERPA)

Personally Identifiable Information (PII)

Information The Family Education Rights and Privacy Act (FERPA) is a federal law that affords parents the right to have access to their children's education records, the right to have records amended, the right to have partial control over the disclosure of personally identifiable information from the records and the right to file a complaint with the U.S. Department of Education with alleged failures to comply with requirements of FERPA. When a student turns 18 years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student ("eligible student").

1. Inspect and review the student's education records

2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;

3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the Act and § 99.31 authorize disclosure without consent; and

4. File with the Department a complaint under §§ 99.63 and 99.64 concerning alleged failures by the educational agency or institution to comply with the requirements of the Act

If you would like to inspect and review your student's records please contact the school offfice. You have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA.

The name and address of the office that administers FERPA is:

Family Policy Compliance Office U.S. Department of Education

400 Maryland Ave. S.W.

Washington, D.C. 20202-4605

FERPA required that the school, with certain exceptions, obtain a parent's or eligible student's written consent prior to the disclosure of personally identifiable information from a child's education records. However, the school may disclose "directory information" without written consent, unless you, the parent or eligible student, have advised the school in writing that you do not want all or part of the directory information disclosed. The method for objecting to the disclosure of directory information is specified below. The primary purpose of directory information is to allow the school to include the following information from education records in certain school publications or disclose it to certain parties. Examples include:

1. Shipment of computer and school materials to and from student's home

2. Entry of student enrollment information into a computer database for use by school officials

3. Honor roll or other recognition lists

4. School Yearbook Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can be disclosed to outside organizations without a parent's prior written consent.

In addition, federal law requires the school to provide military recruiters, upon request, with three directory information categories – name, addresses, and telephone listings – unless parents or eligible students have advised the school in writing that they do not want their student's information disclosed without prior written consent. The school has designated the following as directory information:

1. Name
2. Address
3. Telephone Number
4. Email Address
5. Photo
6. Honor Roll Status
7. Grade Level Activities and Clubs
8. Awards

If there are certain items the school has chosen to designate as directory information that you do not want to be disclosed from your child's education records, without your prior written consent, please send an email identifying the information you do not want to disclose, your student's name, and any edits to the school principal.

[Insert School Logo here]

Student Use of Technology Agreement and Release of Liability Form

_____ High School (the school) authorizes students to use technology owned or otherwise provided by the school as necessary for instructional purposes. The use of the school technology is a privilege permitted at the school's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The school reserves the right to suspend access at any time, without notice, for any reason.

The school expects all students to use technology responsibly in order to avoid potential problems and liability. The school may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use the school's technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

This Policy is intended to fulfill requirements of state and federal laws to the extent applicable, including the Federal Children's Internet Protection Act (CIPA), 47 U.S.C. 254(h) and (l) and the Neighborhood Children's Internet Protection Act (N-CIPA), the 2008 Broadband Improvement Act and any applicable implementing regulations. As such, this policy addresses the following:

(A) Access by minors to inappropriate matter on the Internet;
(B) The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
(C) Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
(D) Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
(E) Measures designed to restrict minors' access to materials harmful to minors.

In using or accessing the school's Technology Resources, Users must comply with the following provisions.

Definitions

The school's technology includes, but is not limited to, computers, the school's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through the school's-owned or personally owned equipment or devices.

STUDENT EDUCATION

The school will educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

Student Obligations and Responsibilities

Students are expected to use the school's technology safely, responsibly, and for educational purposes only. The student in whose name the school's technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using the school's technology for improper purposes, including, but not limited to, use of the school's technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.

2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").

3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.

4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.

5. Intentionally disrupt or harm the school's technology or other school operations (such as destroying equipment, placing a virus on computers, adding or removing a computer program without permission from, changing settings on shared computers).

6. Install unauthorized software.

7. "Hack" into the system to manipulate data or other users.

8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or the school's practice.

Privacy
Since the use of the school's technology is intended for educational purposes, students shall not have any expectation of privacy in any use of the school's technology.

The school reserves the right to monitor and record all use of the school's technology, including, but not limited to, access to the Internet or social media, communications sent or received from the school's technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any of the school's technology are the sole property of the school. The creation or use of a password by a student on the school's technology does not create a reasonable expectation of privacy.

Personally Owned Devices
If a student uses a personally owned device to access the school's technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting
If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of the school's technology, he/she shall immediately report such information to the teacher or other school personnel.

Consequences for Violation
Violations of the law, Board policy, or this agreement may result in revocation of a student's access to the school's technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment
I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and the school's policies and regulations governing the use of the school's technology. I understand that there is no expectation of privacy when using the school's technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Student Name: _____ Student Signature: _____
(Please print)

Date: _____ Grade: _____ School: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use the school's technology and/or to access the school's computer network and the Internet. I understand that, despite the school's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, and school personnel against all claims, damages, and costs that may result from my child's use of the school's technology, or the failure of any technology protection measures used by the school. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

Parent Name: _____ Parent Signature: _____
(Please print)

Date: _____

CONFLICT OF INTEREST POLICY

Article I

Purpose

The purpose of the conflict of interest policy is to protect the interest of each entity listed above (the "Corporation") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any state laws governing conflicts of interest applicable to nonprofit public and charitable corporations in the State of Florida.

Article II

Definitions

1. Interested Person

Any director, officer, or member of a committee with board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family—

a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. Family shall mean parents and children of such interested person.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the

appropriate board or committee decides that a conflict of interest exists. Financial interests shall not include an interest in a publicly traded company.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and/or the members of committees with board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

   a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

   b. If a conflict of interest is determined to exist in violation of Section 112.313(7), Florida Statutes, the Board of Directors must immediately eliminate the conflict of interest or the member of the Board of Directors involved in the conflict of interest must resign from the membership of the Board of Directors.

4. Violation of the Conflicts of Interest Policy

   a. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

   b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an

actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, up to and including removal of the member from the Board of Directors.

Article IV

Records of Proceedings

The minutes of the board and all committees with board-delegated powers shall contain—

1. the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of all votes taken in connection therewith.

Article V

Compensation

It is the strict policy of the Corporation that all directors, officers and members of committees with board delegated powers shall serve without compensation of any kind. Further, no director, officer or member of a committee with board delegated powers shall solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor or service, based on any understanding that the vote, official action or judgment of the director, officer or member of a committee with board delegated powers would be influenced thereby.

Article VI

Annual Statements

Each director, officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person--

a. has received a copy of the conflicts of interest policy,

b. has read and understand the policy,

c. has agreed to comply with the policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ANNUAL STATEMENT

THE UNDERSIGNED, being a director, officer or member of the Committee for delegated power, hereby affirms the following:

1. I have received a copy of the Conflict of Interest Policy.
2. I have read and understand the Conflict of Interest Policy.
3. I agree to comply with the Conflict of Interest Policy.

I understand that each entity listed above is a charitable organization and that in order to maintain its Federal tax exemption must engage primarily activities which accomplish one or more of its tax exempt purposes.

Signed this _____ day of _____, 20__.

_____

_____
[PRINT NAME]

Bradenton Bay Charter High School 2024-2025 Safety School Policy

It is the goal of all Schools to provide a safe learning and working environment for students and staff. The school safety policy enables school administrators to identify and compile pertinent information in a readily accessible format for use during an emergency, regardless of the hazard.

The School Safety Policy includes the following sections:

Section 1–School Safety information in compliance with Rule 6A-1.0018
Section 2- SB 7026 Marjory Stoneman Douglas Act Requirements and School Compliance
Section 3-Safe School Planning
Section 4-Disaster Planning-Facility and Staff

Administrative Handling Instructions:

The information contained within this document is confidential and For Official Use Only and should be handled as sensitive information not to be disclosed. This document should be safeguarded, handled, transmitted, and stored in a secure manner.

Section 1–School Information and Key Safety Points:

Bradenton Bay Charter High School

Address:	**School Phone Number:**
	School Fax Number:

PRINCIPAL:

NUMBER OF STAFF:

STUDENT POPULATION:

Policy adopted and effective:

Safety and security are the top priorities for the schools. The schools will meet all district and State safety and security compliance as well as internal policies, procedures, and practices that are designed to address prevention, intervention, and emergency planning.

KEY SAFETY POINTS:

School Safety Specialist

- A full-time SRO/SSO/Licensed Security assigned to schools and present on campus during the school day when the campus is open for instruction.

- All schools have at least one certified Safety & Security Specialist who is trained annually on school safety procedures and crisis prevention and intervention. The school's safety and security specialist must attend district and state training regarding school safety procedures.
- The Safety and Security Director and/or Principal also will attend the required district trainings.
- Regular safety and security updates are sent to schools by the Executive Director of Safety and Security.

Building Security

- Secured entry doors (keycard entry for all staff)
- Under-counter duress alarm at all schools' front desks connected to local law enforcement.
- Secured access from the front lobby to students/classrooms.
- All guests must be signed in and badged in order to enter student/classroom areas.
- Metal detectors (walkthrough and hand wand) are required of all students entering classrooms.
- Property safety search of all student belongings upon entry
- All staff trained in Handle with Care Curriculum- verbal and physical.
- Schools will allocate Safety and Security funds/grants to improve overall school safety and security.
- Visitors have limited access to campus, and all exterior school doors are armed.

Fortify FL

- All schools implemented the mobile suspicious activity reporting tool *FortifyFL*.
- *FortifyFL* Application is installed on all devices issued to students.
- The Safety and Security Director and Principal are authorized to receive tips through *FortifyFL* and will ensure that accurate and up-to-date contact information is timely maintained in the FortifyFL database.

Threat Assessments

- All schools have established TAT/ERT (Threat Assessment/Emergency Response Team) Teams who are First Aid, CPR and CSTAG model trained. All threat assessment team members complete a scheduled GSTAG Model training during pre-planning week. The team meets monthly to review any school/students' school safety concerns. Teams consist of administration, law enforcement, school counselors, and other staff.

- The new Florida-specific Threat Management Model must be used starting on January 1st. ALL four required roles (admin, instructional, LEO, and mental health) (Chairman of the committee cannot be the principal of the school) must be trained in the new model prior to January 1st. After January 1st, new members to a School-Based Threat Management Team (SBTMT) must be trained in the new model within 60 days.

Student Welfare complaints

The school will follow Rule 6A-1.094125, Florida Administrative Code (F.A.C.). This rule is applicable to all public school districts. The purpose of Rule 6A-1.094125, F.A.C.,

is to support parental rights by providing parents with a more expedient route to resolve certain disputes, in lieu of filing a lawsuit in court.

School Safe Plan

- Annual creation of Schools Safety Plan that is reviewed and approved by the Charter Governing Board
- All schools submit a Safe School Plan annually to the school district via the district charter portal.

Emergency Drills

- All emergency drills as required by MSD-All drills are recorded in the district charter Portal.
- All schools have adopted and followed the SCPS Emergency and evacuation drills mandated in Florida Statute 1006.07(4).
- All schools have an emergency evacuation plan to cover such emergencies as fire, bomb threats, active assailants, foul weather, hazardous chemical spills/releases, and national emergencies.
- The Charter Board will review, adopt, and approve the annual Active Assailant Response policy/plan.

Active Assailant Response Plan

- Monthly Active Assailant drills as required by MSD-All drills are recorded in district charter portal.
- All schools adopted and followed the districts active assailant response plan.

SESIR

- The principal is certified in (SESIR) School Environmental Safety Incident Reporting and will be responsible for reporting SESIR incidents and will undergo the required SESIR reporting training. Pursuant to Section 1002.33(9)(r)2., Florida Statutes. Parents of charter school students have a right to access school safety and discipline incidents as reported through SESIR.

Mobile Panic Alert System

- Selected school personnel have installed the Centegix Panic Button app, which meets the requirements set forth in Section 1006.07(4)(c) and have been trained on its use.
- All schools provide Youth Mental Health Awareness and Assistance training in school.
- All schools have a social and emotional curriculum (Personal Social) in which all students are required to participate.

Bullying

- All schools have youth-led initiatives, and students' governments focused on school culture, safety, and anti-bullying, see something say something campaigns.
- All schools follow the district bullying policy. All unsubstantiated bullying and harassment are documented and reported to the Florida Department of Education through the School Environment and Incident Reporting (SESIR) structure requirements.
- Schools are in regular contact with district School Safety Specialist and Anti Bullying contact regarding updated materials, training, etc.....

Reunification

- All schools had an identified evacuation site that will fit/house all staff and students.
- All schools have a reunification plan which includes ongoing communication and updates provided via school messaging system, social media, and callout/email systems. If there is a need to evacuate, the relocation site listed on Safe School Plan will be shared with the community at that time. Parents will be directed to the relocation site for reunification, where students will only be released when authorized by law enforcement or fire officials. Students under 18 years of age will be released only to parents/guardians who are documented as emergency contacts and who present a picture ID such as a driver's license, military ID, or passport.

Discipline

- All schools follow the district code of conduct.
- School rules, expectations, and safety and security are discussed and reviewed with every student and parent during the enrollment process, parent orientation, and new student orientation.
- Regular safety and security updates are sent to schools by the Executive Director of Safety and Security.

Parent Notification and Access to Information

- Parents of students have a right to timely notification of threats, unlawful acts, and significant emergencies. If there is a threat to the health and safety of students and faculty on schools' grounds, during school transportation, or during school-sponsored activities, the administrator in charge or designee will provide parents with timely notification of incident. In case of an imminent threat of harm to students, including an active assailant incident or hostage situation, notification to parents must be made as soon as practicable.
- Such notification should be made in consultation with local law enforcement, first responders, and Safety and Security Director to avoid compromising the safety of students and the efficacy of the emergency response and investigation.

Hurricanes

All schools follow the same emergency closure as MCPS. Parents should monitor local news outlets during inclement weather.

- If the district public schools are closed, all Schools will also be closed. If multiple closures occur, and time must be made up, school days will be added according to the adopted, amended District calendar by the schools' governing board.

Section 2- SB 7026 Marjory Stoneman Douglas Act Requirements and School Compliance:

All schools will also keep a School Safety and Security evidence binder to include the below documents. All schools will also submit annual Safety and Security district Assurances as required by the school district and the State.

All Schools will be in full compliance with SB 7026 (Marjory Stoneman Douglas Act), including but not be limited to:

- Proof of one full-time SRO/SSO/assigned to campus during school hours.
    - Copies of sign-in sheets and SRO contract
- Completion of annual school risk assessment tool-FSSAT

    - Copy of All schools' FSSAT, which is submitted annually to the state
- Collaboration with local law enforcement for an entire school walkthrough and safety review every three years.
    - Copy or proof of walkthrough, which is submitted to the district once every three years.
- Collaboration with local Fire Safety for a full school walkthrough and safety review every three years.
    - Copy of updated fire inspection and sprinkler inspections
- Fortify Florida App accessible to all students and staff.
    - Picture of Fortify sign in School, and on student desktop.
- Monthly Threat Assessment meetings that include School Admin/SRO/Mental health counselor/other deemed by the Principal.
    - Copy of TAT Agendas
    - Copy of TAT required documents submitted to the district.
- Schools to input criminal activity changes that occur on campus in SESIR, at minimum one person trained per School.
    - Principal training certificate from SESIR
- Schools Mental Health Plan and training
    - Copy of schools' Mental Health Plan – All schools follow plans
- Copy of the schools Active Assailant Response Plan/training
    - Copy of staff PD sign-in sheet, which is submitted annually to the district.
- Copy of schools Safety and Security plan
    - The annual Safe School Plan is submitted annually to the district.
- Centegix Panic Button App accessible to selected personnel

DRUG PREVENTION, ACCIDENT PREVENTION AND VIOLENCE PREVENTION PROGRAMS:

The school will develop and implement promising intervention programs that effectively prevent drug use, accidents, and violence in the learning environment. These programs recognize that safety, drug. use and violence prevention are complex issues that require multifaceted responses. At **Bradenton Charter High School** the following drug use, accident and violence prevention programs are in place:

PROGRAM NAME	PURPOSE	CONTACT PERSON	PHONE NUMBER

Supervision:

Students will be supervised in accordance with the supervision plan during a reasonable time before and after school. Florida School Law defines “reasonable time” as 30 minutes before or after students are

on the premises for attendance at school or for authorized participation in a school sponsored activity, and only when on the premises.

The administrative staff supervision plan for administrators at **Bradenton Bay High School** follows:

ADMINISTRATIVE/STAFF SUPERVISION PLAN

Staff Member	7:00 Arrival	12:00 Dismissal	12:30 Arrival	5:30 Dismissal
Assistant Principal	Entry Door/ Campus supervisor	Floater/ Campus supervisor	Entry Door/ Campus Supervisor	Floater/ Campus supervisor
IA	Searcher	Parking Lot	Parking Lot	Parking Lot
Reading	Searcher	Exit Door	Searcher	Exit Door
Math Interventionist	Hall Monitor	Parking Lot	Hall Monitor	Parking Lot
Security Specialist	Parking Lot	Parking Lot	Parking Lot	Parking Lot
Data / Enrollment	Phone Check	Phone Check	Phone check / Searcher	Searcher
Principal	Greeter	Interior Supervisor	Greeter	Interior Supervisor
Data / Enrollment	Welcome Center	Welcome Center	Welcome Center	Welcome Center
Teacher 1 & 2	Classroom 1	Classroom 1	Classroom 1	Classroom 1
Teacher 3 & 4	Classroom 2	Classroom 2	Classroom 2	Classroom 2
Teacher 5	Classroom 3	Classroom 3	Classroom 3	Classroom 3
Teacher 6	Classroom 4	Classroom 4	Classroom 4	Classroom 4
Career Coach	Searcher	Hall Monitor	Searcher	Hall Monitor

Lockdown Doors Assignments

Staff Member Responsible	Location of Door
Enrollment Specialist	Front Entrance
Principal	Student Entrance
Teacher 1 & 2	Room 1
Teacher 3 & 4	Room 2
Teacher 5	Room 3
Teacher 6	Room 4
Teacher 7	Room 5
Teacher 8	Room 6
Math Interventionist/Orientation Teacher	Flex Room
Assistant Principal	Student Back Entrance
Principal	Lockdown Supervisor
Security Specialist	Lockdown Assistant
	Front Conference Room

Definitions

Information Systems: All electronic means used to create, store, access, transmit, and use data, information, or communications in the conduct of administrative, instructional, research, or service activities.

Additionally, it is the procedures, equipment, facilities, software, and data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

Authorized User: An individual or automated application or process that is authorized access to the resource by the system owner, in accordance with the system owner's procedures and rules.

Extranet: An extranet is a private computer network that allows controlled access to specific external users, such as partners, suppliers, or customers, to a company's internal resources, applications, and information. The extranet is an extension of a company's intranet, but with a limited scope of accessibility to specific external parties. It enables secure communication and collaboration between the company and its external partners, enabling them to share information, data, and resources with each other in a controlled and secure environment.

Overview

Data, electronic file content, information systems, and computer systems at Accelerated Learning Solutions must be managed as valuable organization resources.

Information Technology's (IT) intentions are not to impose restrictions that are contrary to Accelerated Learning Solutions' established culture of openness, trust, and integrity. IT is committed to protecting Accelerated

Learning Solutions' authorized users, partners, and the company from illegal or damaging actions by individuals either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including, but not limited to, computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and File Transfer Protocol (FTP) are the property of Accelerated Learning Solutions.

These systems are to be used for business purposes in serving the interests of Accelerated Learning Solutions and of its clients and members during normal operations.

Effective security is a team effort involving the participation and support of every Accelerated Learning Solutions employee, volunteer, and affiliate who deals with information and/or information systems.

It is the responsibility of every computer user to know these guidelines and to conduct activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at Accelerated Learning Solutions. These rules are in place to protect the authorized user and Accelerated Learning Solutions. Inappropriate use exposes Accelerated Learning Solutions and its clients to risks including virus attacks, compromise of network systems and services, and legal issues.

Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct Accelerated Learning Solutions business or interacts with internal networks and business systems, whether owned or leased by Accelerated Learning Solutions, the employee, or a third party.

All employees, volunteer/directors, contractors, consultants, temporaries, and other workers at Accelerated Learning Solutions, including all personnel affiliated with third parties, are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Accelerated Learning Solutions policies and standards, local laws, and regulations.

Policy Detail

Ownership of Electronic Files

All electronic files created, sent, received, or stored on Accelerated Learning Solutions owned, leased, or administered equipment or otherwise under the custody and control of Accelerated Learning Solutions are the property of Accelerated Learning Solutions.

Privacy

Electronic files created, sent, received, or stored on Accelerated Learning Solutions owned, leased, or administered equipment, or otherwise under the custody and control of Accelerated Learning Solutions are not private and may be accessed by Accelerated Learning Solutions IT employees at any time without knowledge of the user, sender, recipient, or owner.

Electronic file content may also be accessed by appropriate personnel in accordance with directives from Human Resources, VP of Operations, VP of Educational Platforms, or the CEO.

General Use and Ownership

Access requests must be authorized and submitted from departmental supervisors for employees to gain access to computer systems. Authorized users are accountable for all activity that takes place under their username.

Authorized users should be aware that the data and files they create on the corporate systems immediately become the property of Accelerated Learning Solutions. Because of the need to protect Accelerated Learning

Solutions' network, there is no guarantee of privacy or confidentiality of any information stored on any network device belonging to Accelerated Learning Solutions.

For security and network maintenance purposes, authorized individuals within the Accelerated Learning Solutions IT Department may monitor equipment, systems, and network traffic at any time.

Accelerated Learning Solutions' IT Department reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Accelerated Learning Solutions' IT Department reserves the right to remove any non-business-related software or files from any system.

Examples of non-business-related software or files include, but are not limited to; games, instant messengers, pop email, music files, image files, freeware, and shareware.

Security and Proprietary Information

All mobile and computing devices that connect to the internal network must comply with this policy and the following policies:

- Account Management
- Anti-Virus
- Owned Mobile Device Acceptable Use and Security
- E-mail
- Internet
- Safeguarding Member Information
- Personal Device Acceptable Use and Security
- Password
- Cloud Computing
- Wireless (Wi-Fi) Connectivity

- Telecommuting

System level and user level passwords must comply with the Password Policy. Authorized users must not share their Accelerated Learning Solutions login ID(s), account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authentication purposes.

Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

Authorized users may access, use, or share Accelerated Learning Solutions proprietary information only to the extent it is authorized and necessary to fulfill the users assigned job duties.

All PCs, laptops, and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less.

All users must lockdown their PCs, laptops, and workstations by locking (control-alt- delete) when the host will be unattended for any amount of time. Employees must log-off, or restart (but not shut down) their PC after their shift.

Accelerated Learning Solutions proprietary information stored on electronic and computing devices, whether owned or leased by Accelerated Learning Solutions, the employee, or a third party, remains the sole property of Accelerated Learning Solutions. All proprietary information must be protected through legal or technical means.

All users are responsible for promptly reporting the theft, loss, or unauthorized disclosure of Accelerated Learning Solutions proprietary information to their immediate supervisor and/or the IT Department.

All users must report any weaknesses in Accelerated Learning Solutions computer security and any incidents of possible misuse or violation of this agreement to their immediate supervisor and/or the IT Department.

Authorized users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan Horse codes.

Unacceptable Use

Users must not intentionally access, create, store, or transmit material which Accelerated Learning Solutions may deem to be offensive, indecent, or obscene.

Under no circumstances is an employee, volunteer/director, contractor, consultant, or temporary employee of Accelerated Learning Solutions authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing Accelerated Learning Solutions-owned resources.

System and Network Activities

The following activities are prohibited by users, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Accelerated Learning Solutions.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution from copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Accelerated Learning Solutions or the end user does not

have an active license is prohibited. Users must report unlicensed copies of installed software to IT.

- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Accelerated Learning Solutions computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Attempting to access any data, electronic content, or programs contained on Accelerated Learning Solutions systems for which they do not have authorization, explicit consent, or implicit need for their job duties.
- Installing any software, upgrades, updates, or patches on any computer or information system without the prior consent of Accelerated Learning Solutions IT.
- Installing or using non-standard shareware or freeware software without Accelerated Learning Solutions IT approval.
- Installing, disconnecting, or moving any Accelerated Learning Solutions owned computer equipment and peripheral devices without prior consent of Accelerated Learning Solutions' IT Department.
- Purchasing software or hardware, for Accelerated Learning Solutions use, without prior IT compatibility review.
- Purposely engaging in activity that may;
    - degrade the performance of information systems;
    - deprive an authorized Accelerated Learning Solutions user access to Accelerated Learning Solutions resource;
    - obtain extra resources beyond those allocated; or

    - circumvent Accelerated Learning Solutions computer security measures.
- Downloading, installing, or running security programs or utilities that reveal passwords, private information, or exploit weaknesses in the security of a system. For example, Accelerated Learning Solutions users must not run spyware, adware, password cracking programs, packet sniffers, port scanners, or any other non- approved programs on Accelerated Learning Solutions information systems. The Accelerated Learning Solutions IT Department is the only department authorized to perform these actions.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with, or denying service to, any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with or disable a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

Access to the Internet at home, from an Accelerated Learning Solutions-owned computer, must adhere to all the same policies that apply to use from within Accelerated Learning Solutions facilities. Authorized users must not allow family members or other non-authorized users to access Accelerated Learning Solutions computer systems.

Accelerated Learning Solutions information systems must not be used for personal benefit.

Incidental Use

As a convenience to the Accelerated Learning Solutions user community, incidental use of information systems is permitted. The following restrictions apply:

- Authorized Users are responsible for exercising good judgment regarding the reasonableness of personal use. Immediate supervisors are responsible for supervising their employees regarding excessive use.
- Incidental personal use of electronic mail, internet access, fax machines, printers, copiers, and so on, is restricted to Accelerated Learning Solutions approved users; it does not extend to family members or other acquaintances.
- Incidental use must not result in direct costs to Accelerated Learning Solutions without prior approval of management.
- Incidental use must not interfere with the normal performance of an employee's
- work duties.
- No files or documents may be sent or received that may cause legal action against, or embarrassment to, Accelerated Learning Solutions.
- Storage of personal email messages, voice messages, files, and documents
- within Accelerated Learning Solutions' information systems must be nominal.
- All messages, files, and documents — including personal messages, files, and documents — located on Accelerated Learning Solutions information systems are owned by Accelerated Learning Solutions, may be subject to open records requests, and may be accessed in accordance with this policy.

Review and Acceptance

All Accelerated Learning Solutions staff is responsible for review and acceptance of *Policy 1: Acceptable Use* upon starting work at Accelerated Learning Solutions (see Exhibit A).

New employee onboarding and training shall include this Policy 1 at a minimum, and in addition to all other applicable training and orientation material, and instructions for acceptance shall be provided at that time. Signed acceptance will be received and retained by Information Technology management.

EXHIBIT A

[This exhibit is a copy of the current Acceptable Use of Information Systems receipt.]

Receipt of Acceptable Use of Information Systems

Please sign this form and return it to Information Systems

I have received a copy of the Accelerated Learning Solutions Acceptable Use of Information Systems Policy.

I understand the information in the Acceptable Use of Information Systems policy, and it is my responsibility to review and become familiar with all of the material contained in the Policy.

I understand the most updated policies will always be located on the intranet for my reference, and it will be my responsibility to review the policies as they are updated.

I further understand the content of the Policy supersedes all policies previously issued. I also understand that Accelerated Learning Solutions may supersede, change, eliminate, or add to any policies or practices described in the Policy.

My signature below indicates that I have received my personal copy of the Acceptable Use of Information Systems Policy and it will be my responsibility to review the policies as they are updated.

User Signature_____

User Name (printed)_____

Date:_____

***Retain one copy of this Receipt for your records and return the other copy to Information Systems.*

Application: FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

Rebecca Mitchell - grants@als-education.com
2024 Public Charter School Program Grant (CSP) Planning, Program Design and Implementation

Summary

ID: 2024-0000000001
Last submitted: Jun 28 2024 04:10 PM (EDT)

Overview Form

Completed - Jun 28 2024

Florida Charter School Grant Program

Charter School Overview Form

Full name of the charter school (as listed on the charter school application submitted to the district):	FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.
District the application was submitted to:	MANATEE
Charter school's street address	817 Manatee Ave W.
City	Bradenton
Zip Code:	34205
Status of Application:	Approved
Primary Contact Name: (this person will serve as the primary contact for this application)	Rebecca Mitchell
Primary Contact's Title:	Director of Compliance
Primary Contact's Street Address:	5850 T.G. Lee Blvd., Ste. 345
City:	Orlando
Zip Code:	32822
Primary Contact's Telephone:	208-727-7012
Primary Contact's Email Address:	rebecca.mitchell@als-education.com

1. New or Established Operators

Please indicate whether the applicant is a new or established operator. Review the definitions below to assist in answering the question.

New Operator: An applicant that has opened less than five public charter schools in Florida. This includes all charter schools opened, including those that subsequently closed.

Established Operator: An applicant that has opened five or more public charter schools in Florida. This includes all charter school opened, including those that subsequently closed. If the applicant will work with a management company/education services provider that has operated five or more charter schools in Florida, the applicant is considered an Established Operator.

All applicants must complete and submit the Applicant History Worksheet (Addendum DD: Form IEPC-M1A).

Established Operator

2. What is the name of the non-profit governing board?

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

3. Is the proposed charter school a virtual charter school?

No

4. What date did the school or will the school open? Provide mm/dd/yy.

8/12/24

5. Has this school previously received a Charter School Program (CSP) grant?

No

6. Enrollment Projections & Grade Levels Served

Please complete the following table with reasonable enrollment projections and grade levels served. Enter 0 if school is not planning on opening for the 2023-24 school year.

	2024-25 Projected	2025-26 Projected	2026-27 Projected
	260	400	475

	2023-24 Grade Levels Served	2024-25 Grade Levels Served	2025-26 Grade Levels Served
	7-12	7-12	7-12

7. Will the school share any of the following with one or more other schools?

- 7a. Facility

No

- 7b. Administration

(One or more administrators)

No

- 7c. Governing Board

No

8. Is the school affiliated with a university or community college?

No

9. Will the school contract or partner with an Education Service Provider (ESP)?

Yes

- 9a. If yes, what company?

ALS Education

- 9b. If yes, has the school completed Addendum B (Educational Service Providers) in the model charter application?

Yes

10. Is the school opening in an opportunity zone?

No

11. Does the school seek approval to replicate an existing school model?

Yes

- 11a. If yes, has the school submitted an Addendum A (Replications) in the model charter application?

Yes

12. Does the school seek approval to replicate an existing high performing charter school model (pursuant to section 1002.331, F.S.)?

No

Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantees policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (room 3124, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ☐ if there are workplaces on file that are not identified here.

Drug-Free Workplace (Grantees who are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

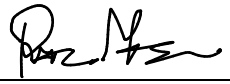
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (room 3124, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT

Rebecca Mitchell Compliance Director

PRINTED NAME AND TITLE OF AUTHORIZED CHARTER SCHOOL REPRESENTATIVE



SIGNATURE

9/13/24

DATE SIGNED

APPLICATION COVER SHEET

NAME OF PROPOSED CHARTER SCHOOL: Florida High School for Accelerated Learning – Manatee County

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED: Florida High School for Accelerated Learning – Manatee, Inc.

If a non-profit organization, has it been incorporated with Florida's Secretary of State? Yes

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON: Angela Whitford-Narine

TITLE/RELATIONSHIP TO NON-PROFIT: CEO, Accelerated Learning Solutions

MAILING ADDRESS: 5850 T. G. Lee Blvd, Suite 345, Orlando FL 32822

PRIMARY TELEPHONE: (321) 221-7001 **ALTERNATE TELEPHONE:** (407) 615-0370

E-MAIL ADDRESS: angela.narine@als-education.com

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines as necessary.

Full Name	Current Job Title & Employer	Role with Proposed School
Dwight Barber	Chairman, Florida High School for Accelerated Learning – Manatee, Inc.	Board Chair
Angela Whitford-Narine	CEO, ALS	Leadership and Oversight of School Operations/Organizational Support
Mark Ornstein	Vice President of Operations	Supervision of School Leadership
Emily Booker	Executive Director of Business Development, ALS	None
Greg Engeman	Executive Vice President, Organizational Relationships, ALS	Charter Board Support
Jeff Dilley	Chief Financial Officer, ALS	Oversight of Financial Management
David Zeiler	Executive Vice President of Educational Platforms	Leadership and oversight, development and delivery of curriculum and instructional programs
Drew Hill	Vice President of Marketing and Enrollment	Development and execution of marketing and enrollment plans

Projected Date of School Opening (Month/Year): August 2024

Do any of the following describe your organization, or the school proposed in this application?

_____Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*)

_____Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.

_____Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.

_____Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.

__X__ Will contract or partner with an Education Service Provider (ESP). *(See definition of an ESP in the Addendum, which applicant must complete if using an ESP.) If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.*

Name of ESP: ALS Education, LLC

__X__ Seeks approval to replicate an existing school model. *(See definition of a replication in the Addendum, which applicant must complete if replicating a school model.)*

_____Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S.. *(Applicant must complete Addendum A1.)*

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here? ____ Yes ___X__ No *If yes, complete the table below (add lines as necessary).*

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? _____Yes ___X__ No *If yes, complete the table below (add lines as necessary).*

Planned School Name	Authorizer	City, State	Opening Date

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? ____ Yes ___X___No *If yes, complete DOE Form IEPC-M1A which can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference, and include as Attachment DD.*

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Signature	CEO, ALS *Title*
Angela Whitford-Narine *Printed Name*	1/05/24 *Date*

EXECUTIVE SUMMARY

MEET A STUDENT

Kevin is 17.5 years old and not on track to graduate with his cohort group because he has only earned enough credits to be classified as a 10th grader. Kevin's mother is a single parent and is working two jobs to support her family; yet she still finds her income below the poverty line. Kevin has three younger siblings and he is expected to help with childcare and hold a part-time job to contribute to the household income. These family responsibilities distracted him from focusing on his schoolwork and prevented him from regular attendance at his neighborhood school. He found himself falling farther and farther behind his peers.

Enrollment in a non-traditional high school is helping Kevin get back on track. The scheduling flexibility has allowed him to stay in school while also balancing family commitments. Not only is he optimistic about finishing high school and graduating, but the small school model with post-secondary planning supports also exposed him to opportunities for his future so he now knows that he CAN graduate and move on to a successful career.

Kevin is the type of student our proposed school intends to serve: students in need of a high school graduation option that takes their unique needs into consideration and provides a supportive environment where they can focus on their learning.

Proposed Plan for the School

Our plan is to replicate the successful model currently being implemented in nineteen other Florida schools managed by ALS Education, LLC: five in Orange County; five in Miami-Dade County; three in Lee County; two in Palm Beach and Hillsborough Counties; and one in Brevard and Seminole Counties. Information about the success of these schools may be found in Addendum A (Replication).

School's Mission

The mission of the School is to help at-risk students earn a standard high school diploma and prepare for postsecondary success.

Anticipated Student Population

Our dropout prevention and recovery program (DPRP) model provides an innovative option for students who have fallen behind and are at-risk of not graduating or not graduating on time as well as students who have already dropped out. The instructional and support model of the School have been designed to respond to the unique needs of the target population.

District Need

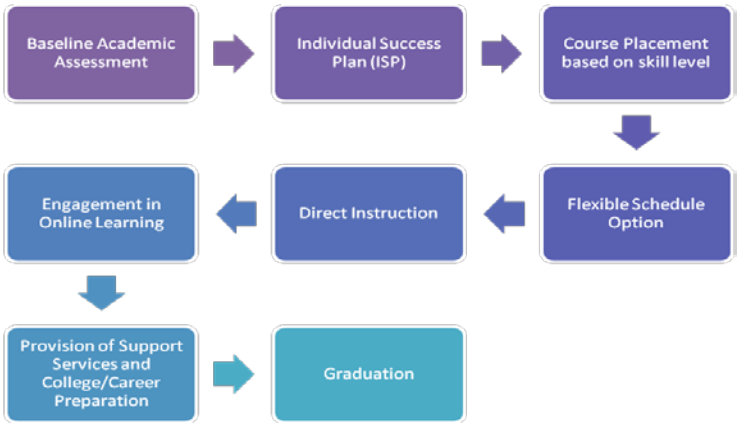
The Board believes that the Bradenton area has a student population that will benefit from a DPRP. The Board identified six district high schools in that area which had a combined total of 1,128 non-graduates from the graduating classes of 2020, 2021 and 2022[1]. These are the students, as well as those that are currently behind and on a path to dropping out, that we believe will benefit from an innovative, non-traditional educational alternative. It is our expectation that, once the School opens, surrounding public schools will familiarize students who are not making appropriate academic

[1] "Florida's Federal High School Graduation Rates, 2020-22," FLDOE website, accessed December 2023.

progress or are at risk of dropping out with this new option to support success. We will strive to fully inform district principals and counselors about the many features that make our school a valuable option for students who may need a non-traditional environment in order to reach graduation. We believe that we can be a great partner in helping the School District ensure a quality option to meet the needs of this fragile student population. In accordance with our mission, year-round open enrollment will be available, enabling students to enroll and complete graduation requirements at any time during the school year.

Education Plan and School Design

Below is a graphic which outlines the key features of the School's model. Each of these features is described in detail in Section 3 of the application.



School Culture

The school culture will be based on caring, respect and results. The tone of the school will reflect respect and care from all administrators and staff members for all students, regardless of their circumstances. Students will be recognized regularly for meeting expectations and demonstrating success. Both schoolwide and classroom celebratory events will highlight students and their work. Teachers will make regular contact with parents to communicate and praise student progress. A student incentive program will also be implemented to reward students when they pass courses, pass state exams, demonstrate good attendance, demonstrate growth in their reading and math skills, and when they exhibit leadership or citizenship skills that represent the values of the School.

Community Partnerships

Community support is anticipated from a number of community organizations, many of which are already working in other ALS-managed schools in Florida (See Community Service Providers at an ALS School). Examples of the support to be provided include wrap-around social services and mental health support, college and career fairs, community resource fairs, internships, etc.

Summary

Our Board looks forward to helping improve student outcomes in Manatee County by providing this proven program to students who have dropped out of high school, who are at high risk of dropping out or who simply need a non-traditional learning environment.

For a look at the impact of the proposed school model on students, parents and staff, we encourage you to view this 4-minute video of a 2023 graduation ceremony from two of the replication sites in Hillsborough County: https://youtu.be/l8deH5hsiz4?si=cN-zCHTt4bYEIotR.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE COUNTY

I. EDUCATIONAL PLAN

1. MISSION, GUIDING PRINCIPLES AND PURPOSE

1.A. PROVIDE THE MISSION AND VISION STATEMENTS FOR THE PROPOSED CHARTER SCHOOL

(1) Mission

The mission of the Florida High School for Accelerated Learning – Manatee County (FHSAL or referred to as "the School") is to help at-risk students earn a standard high school diploma and prepare for postsecondary success.

(2) Vision

The vision of FHSAL is to provide students with an innovative, non-traditional educational alternative leading to high school graduation. This vision is based on the philosophy that all students deserve a quality education, opportunities to succeed in school, and preparation for postsecondary success.

1.B. PROVIDE THE PAGE NUMBER(S) OF THE MATERIAL WITHIN THIS APPLICATION THAT DESCRIBES HOW THE PROPOSED SCHOOL WILL UTILIZE THE GUIDING PRINCIPLES FOUND IN SECTION 1002.33(2)(A), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) 6-23.
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) 116-117.
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) 14, 57-58.

1.C. PROVIDE THE PAGE NUMBER(S) OF THE MATERIAL WITHIN THIS APPLICATION THAT DESCRIBES HOW THE PROPOSED SCHOOL WILL MEET THE PRESCRIBED PURPOSES FOR CHARTER SCHOOLS FOUND IN SECTION 1002.33(2)(B), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) 6-23.
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) 9-16, 31-36.
- *Encourage the use of innovative learning methods.* PAGE(S) 6-23
- *Require the measurement of learning outcomes.* PAGES 47-51.

1.D. PROVIDE THE PAGE NUMBER(S) OF THE MATERIAL WITHIN THIS APPLICATION THAT DESCRIBES HOW THE PROPOSED CHARTER SCHOOL WILL FULFILL THE OPTIONAL PURPOSES OF CHARTER SCHOOLS FOUND IN SECTION 1002.33(2)(C), F.S.

In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.* 47-52.

- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGES (N/A) .
- *Expand the capacity of the public school system.* PAGE(S) 4-6 .
- *Mitigate the educational impact created by the development of new residential dwelling units.* PAGE(S) (N/A) .
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGES 17, 23-25, 56-57, 92-97 .

2. TARGET POPULATION AND STUDENT BODY

2.A. DESCRIBE THE ANTICIPATED STUDENT POPULATION TO BE SERVED. DESCRIBE THE ANTICIPATED STUDENT POPULATION TO BE SERVED AND HOW THAT ALIGNS WITH THE SCHOOL'S MISSION. APPLICANTS SHOULD STATE IF THEY WILL GIVE ENROLLMENT PREFERENCE OR LIMIT THE ENROLLMENT PROCESS, AS ALLOWED BY LAW, TO CERTAIN STUDENT POPULATIONS DEFINED IN SECTION 1002.33(10)(D) & (E), F.S. IF THE APPLICANT INTENDS TO HAVE ENROLLMENT PREFERENCES THEY SHOULD BE DESCRIBED IN SECTION 14 OF THE APPLICATION

In accordance with its mission to help at-risk students earn a standard high school diploma and prepare for postsecondary success, the Board of Directors proposes to serve students in grades 7-12 [including students with special needs, students with disabilities, and English Language Learner (ELL) students]. As permitted in s. 1022.33(10)(e)2., F.S. the target population includes students who are low-performing, under-credited, or have dropped out (or are dangerously close to dropping out) from their traditional public schools.

Our target high school student population includes students who are over-age for their current grade level and not on-track to graduate with their 9th grade cohort. High school students enrolling in this School's first class are expected to have the following characteristics[1]:

- Approaching 18 years old and 2 or more years behind their expected grade level.
- Academically unsuccessful—97% reading below grade level (average 4th grade level) and 87% performing math below grade level (average 4th grade level).
- Average number of credits earned before enrolling at 9.9. This is 14.1 credits (or more than 2 years in a traditional high school) away from meeting graduation requirements.
- Average GPA of 1.5 (compared to the 2.0 required graduation).
- Significant personal/social obstacles that often impede academic success - 44% parenting, pregnant or caring for other family members and 49% holding a job to help support themselves or family.

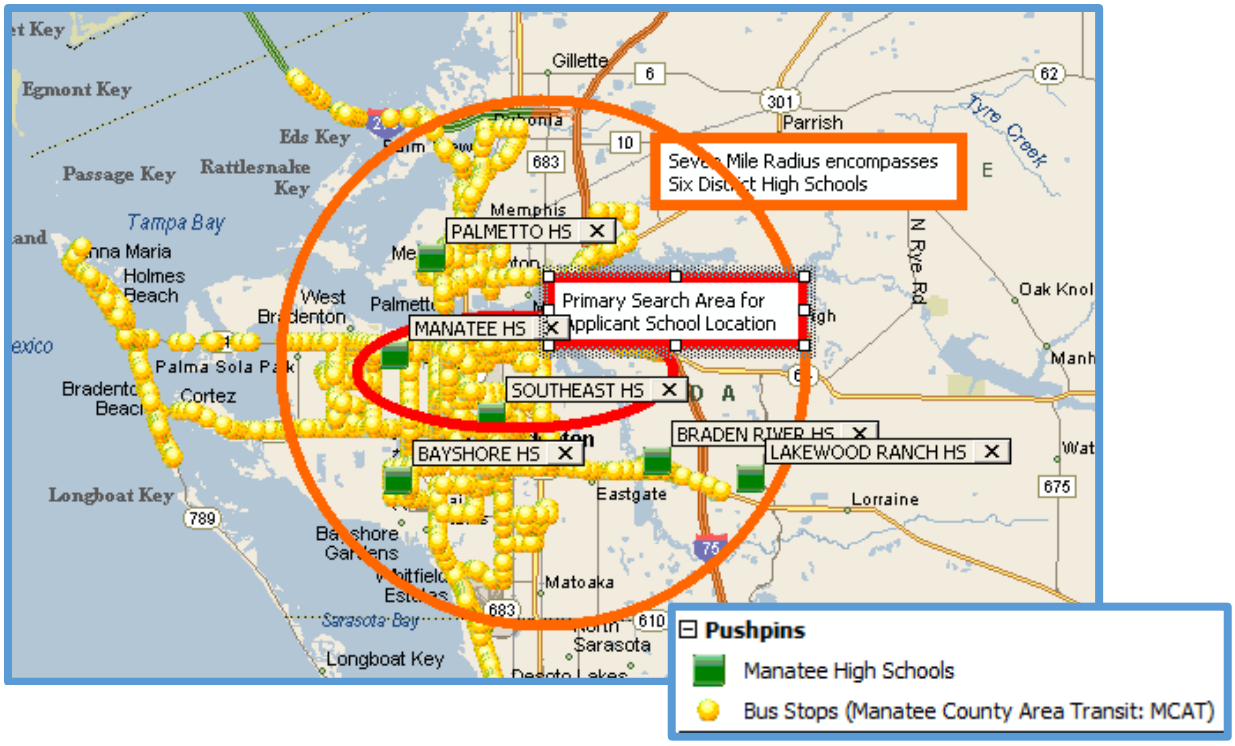
Our target middle school population also includes 7th and 8th grade students who are over age for middle school with a primary focus on those repeating 8th grade who have not yet met the requirements of s. 1003.4156, F.S. for promotion from middle school to high school. This intervention for over-age middle school students will ensure that these students are better prepared for success in high school and will help reduce their risk of dropping out.

[1] Based on the typical student served in the 23 DPRP schools currently operated by the ESP in 2022-23.

Enrollment is expected to align closely with the demographics of Manatee County's Class of 2022 (most recent data available) dropouts and non-graduates: 18% African-American, 47% Hispanic/Latino, 3% multi-racial/other and approximately 61% male.[2] The school has outlined its enrollment preferences in Section 14. The School will comply with the class size requirements of s. 1003.03, F.S. by providing two sessions of classes with no more than 25 high school students or 22 middle-grade students.

2.B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

A facility has not yet been identified, but the applicant intends to serve students in the Bradenton area of Manatee County (once a facility has been selected, the school name will be finalized to reflect the area of the selected location). The primary search area for the school site is an oval bounded in the north by the Manatee River and in the south by Cortez Road/44th Street. Its western bound is 51st Street West and it extends east to I-75. The following map provides a visual representation of the primary target area (red oval) and shows that six district high schools (green blocks) are within a 7-mile radius (dark orange circle) of the center of the target area. Additionally, the map demonstrates that Manatee County Area Transit (MCAT) stops (yellow dots) are located adjacent to or less than a mile from each district high school and that transit stops are available within each of the district high school attendance zones to ensure transportation accessibility to the target site.



[2] Source: High School Graduation Cohort Build a Table ,2021-22,: Know your Data webpage, FLDOE.org, 2022. Link: https://knowyourdatafl.org/views/PK12-HighSchoolGraduationCohort/HIGHSCHOOLGRADUATIONCOHORT-BUILDATABLE?%3AshowAppBanner=false&%3Adisplay_count=n&%3AshowVizHome=n&%3Aorigin=viz_share_link&%3AisGuestRedirectFromVizportal=y&%3Aembed=y ""

2.C. PROVIDE ENROLLMENT PROJECTIONS IN THE TABLE BELOW FOR EACH YEAR OF PROPOSED OPERATION. THESE PROJECTIONS ARE NOT ENROLLMENT CAPS. ANNUAL CAPACITY DETERMINATIONS WILL BE MADE BY THE GOVERNING BOARD IN CONJUNCTION WITH THE SPONSOR PER SECTION 1002.33(10), F.S.

The grade-level enrollment projections below represent projected enrollment by the February (Survey 3) FTE Count for each school year.

Grade Level	Number of Students				
	Year 1	Year 2	Year 3	Year 4	Year 5
7	14	21	25	25	25
8	20	32	35	40	40
9	50	78	90	90	90
10	50	80	100	110	110
11	60	95	110	115	115
12	65	95	115	120	120
TOTAL	260	400	475	500	500

Because the School accepts student applications year-round, the enrollment is projected to steadily increase during the course of each year. Accordingly, projections for the October and February FTE counts are as follows:

Year	October FTE	February FTE	Average FTE
1	140	260	200
2	300	400	350
3	375	475	425
4	400	500	450
5	450	500	475

The School's projected budget calculations (see the Florida Charter School Revenue Worksheet in Attachment W) utilize the *average* FTE.

2.D. PROVIDE A BRIEF EXPLANATION OF HOW THE ENROLLMENT PROJECTIONS WERE DEVELOPED.

The Board believes the Bradenton area has a student population that will benefit from a dropout prevention and recovery program.

As shown in the following table, the Board identified six district high schools in that area that had 1,128 combined non-graduates from the graduating classes of 2020, 2021 and 2022. These schools also had a substantial number of students with below-standard scores on the 2019 Algebra I EOC and 10th grade FSA ELA. These low-achieving students are at-risk of becoming non-graduates. The Board projects from this group an average enrollment of 450 students by year 4.

Non-Graduates and At-Risk Students from the District High Schools in the Target Search Area

Target Search Area	District High Schools in Area	Non-Graduates from these six schools' Classes of 2020-2022	Students Scoring Below Standard on 2023 Algebra I EOC	Students Scoring Below Standard on 2023 Grade 9 and 10 ELA FSA
Bradenton	Bayshore HS Braden River HS Lakewood Ranch HS Manatee HS Palmetto HS Southeast HS	1,128	1,073	3,301

As demonstrated in the following table, the proposed area also provides an excellent location to serve nearby middle school students who have been deemed "not proficient" on 8th grade math and ELA tests. At the eight middle schools closest to the proposed school, for example, there is a sizable population of 8th grade students who have been absent 21+ days as well as significant numbers who scored not proficient in ELA and/or math in 2023. From these students, the Board projects that by year 4 of the charter an additional 65 middle school students who are struggling and have fallen significantly behind would benefit from enrollment in the School.

At-Risk Students from the District Middle Schools in the Target Search Area

Target Search Area	District Middle Schools in Area	Absent 21+ days: Students from these middle schools 2021-22*	Students Scoring Level 1-2 on 8th grade Math 2022-23	Students Scoring Level 1-2 on 8th grade ELA 2022-23
Bradenton	Braden River MS Buffalo Creek MS Carlos Haile MS Dr. Mona Jain MS Electa Lee MS Lincoln MS Martha King MS W.D. Sugg MS	2,326	772	1,377
* Data for 2022-23 not published, as of 12/11/2023				

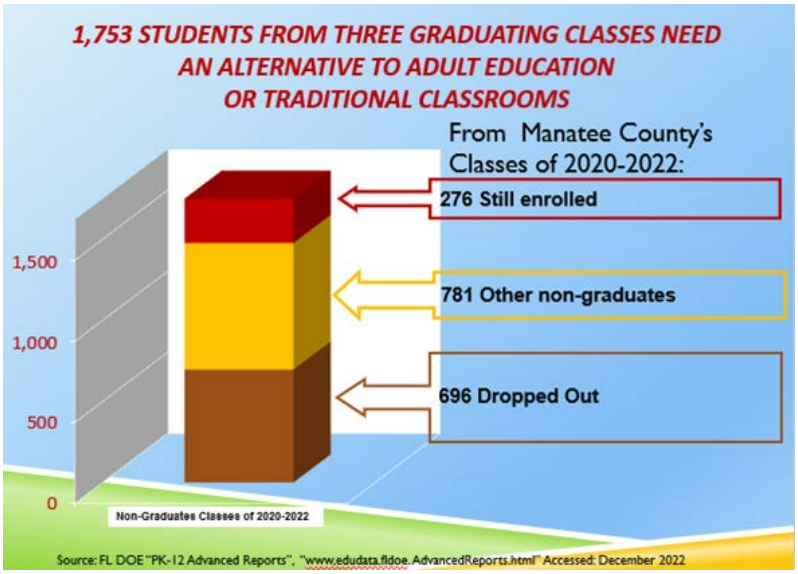
2.E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

To determine the student population likely to enroll in the proposed school, the number of non-graduates for all the district high schools was tabulated. As a cross-check, the number of 9th and 10th grade students who scored below satisfactory on standardized reading tests in those district high schools was also tabulated. For both tabulations, **the number of likely to enroll students was**

approximately double the proposed school size. According to data found on the Florida Department of Education website, in SDMC Schools:

- 56% (4,273) of SDMC students in the 9th and 10th grades scored at Level I or II on FSA ELA Assessment in 2022-23.
- 41% (1,609) of SDMC students did not meet state standard on Algebra I EOC Assessment in 2022-23.
- 1,753 students district-wide from the SDMC Classes of 2020-2022 dropped out or did not graduate on time.[3]

To further illustrate this issue, non-graduate and dropout statistics for SDMC's last three graduation cohorts indicate the students who will be well-suited to the School, as listed in the following chart.



Student population projections were modeled using enrollment data from one of the replication high school dropout prevention programs which uses the same operating model and is located in nearby Hillsborough County. This school ramped up during the first year (2012-13) as follows:

FTE Count	West University High School
October	174
February	295

The Board believes that sufficient need and demand exist among the target population of students in this school district and identified locale to meet the School's projected enrollment.

3. EDUCATIONAL PROGRAM DESIGN

3.A. DESCRIBE THE PROPOSED CHARTER SCHOOL'S EDUCATIONAL PROGRAM.

(1) Philosophy

[3] Source for cohort, graduates and non-graduates: "Florida's Federal High School Graduation Rates [2021-22]" FLDOE website, accessed October 2023. 2022-23 information not available at time of writing.

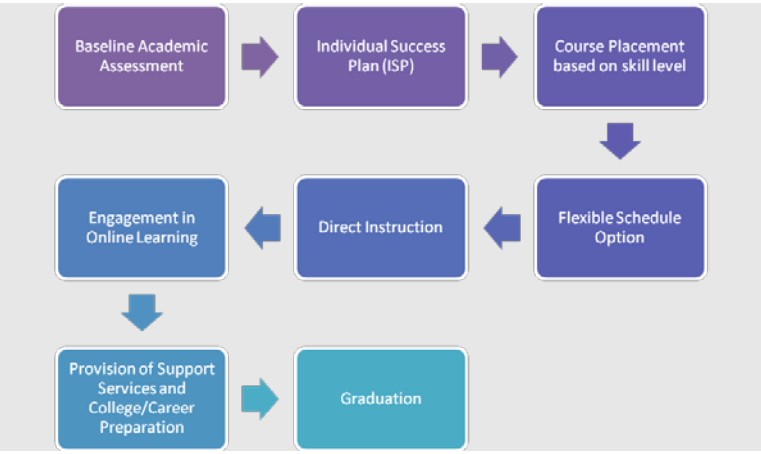
Our philosophy is that all students can learn if provided an environment that is responsive to their unique needs. We believe that effectively serving our target student population requires an educational program design that responds to the specific needs of each student's academic and personal/social circumstance. Since our target population typically struggles in several key areas (academic stability, basic skills gaps, social-emotional wellbeing, exposure to post-secondary options) our educational design is focused on addressing each of these issues through an innovative and evidence-based service model.

(2) Accelerated Learning Model

Our accelerated learning model provides an innovative option for students in one of three target groups: students at-risk of dropping out of their traditional high school; students about to drop out in the very near future; or students who have already dropped out and are interested in returning to school to earn a high school diploma. The educational program and instructional model of the School have been designed to align with the School's mission (to help at-risk students earn a standard high school diploma and prepare for postsecondary success) and respond to the needs of the target population.

Our students will come to us with the desire to earn a high school diploma but with gaps in their foundational and academic content area skills. It is for this reason that the School will administer a baseline assessment that will allow us to provide students with an individualized plan to bridge gaps while they work toward earning credits.[4] This Individual Success Plan (ISP) will be specifically designed to take students where they are and outline all of the coursework and necessary intervention and supplemental instruction needed to ensure that course and graduation standards and requirements are met. Students will be provided with a rigorous and engaging curriculum that is aligned with the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards and the Florida Next Generation Sunshine State Standards (NGSSS) as defined by s. 1003.41, Florida Statutes (F.S.).

Key features of the Educational Model include:



(a) A **baseline academic assessment** administered to all students using the General Assessment of Instructional Needs (GAIN), a criterion-referenced measure of English and math skills, or

[4] *Strategies and Resources to Create a Trauma-Sensitive School*, Wisconsin Department of Public Instruction , https://dpi.wi.gov/sites/default/files/imce/sspw/pdf/traumastrategies.pdf.

other similar diagnostic assessment. The baseline academic assessment is conducted to identify or predict students who may be at risk for poor learning outcomes. This universal screening is conducted with all students and is followed by additional testing or short-term progress monitoring to corroborate students' risk statuses.

(b) An **Individual Success Plan** created for each student based upon the results of the baseline entry assessment(s), past academic performance, and previous school records, a career interest inventory and career plan, social/personal needs inventory, disciplinary records, and parent and student input.

(c) **Course Placement** that matches students' skill levels as determined by prior school records and the baseline assessment results.

(d) **Flexible Schedule Option** provided where students can choose a morning or afternoon instructional session (or both as space permits).

(e) **Differentiated direct instruction, coaching, and guidance** provided by highly qualified teachers. Targeted, face-to-face instruction will be conducted in large groups, small groups, or individually to assist struggling students. This targeted, face-to-face instruction will address identified gaps in student learning and provide appropriate interventions and remediation. Instruction will be differentiated according to students' individual needs. We believe in providing students with personalized and collaborative learning experiences by organizing our students into small learning communities. In these learning communities, students will work closely with a team of certified core content teachers and a career coach, who together, as a team, ensure that students set short and long-term goals to fulfill their Individual Success Plan.

(f) **Engagement in online learning experiences** using Edmentum for core curriculum supplemented with lessons from additional remediation, such as *Reading Plus*®, *Wilson Reading*, *March 2 Success*®, *MindSage*, *FDIC Money Smart*, and *Kuder*. With the support of a team of on-site certified teachers, students use on-line curriculum specific to their unique Individual Success Plans with the ability to move at a pace that is appropriate to their learning style and current academic levels.

(g) **Provision of support services and focused college and career preparation**. Students will be provided with comprehensive social services, crisis intervention, and behavioral health services designed to help them overcome non-academic obstacles that are impacting their success. They will also receive instruction and support in employability skills, career and college readiness, and postsecondary options. All students work with an on-site Career Coach to complete a graduation checklist prior to commencement that ensures a post-secondary plan is in place and steps necessary for a successful transition have been supported.

(3) Additional Support for Middle Grades

As described in Section 2, the school proposes to include students who are over age for middle school and have not yet met the requirements of s. 1003.4156, F.S. for promotion from middle school to high school. Although the middle school students will be served in separate classrooms from high school students (and the middle school classrooms will include no more than 22 students to comply with the class size requirements of s. 1003.03, F.S.), these students will also be served by the School's blended learning model, which combines technology-based education with direct, face-to-face, small and large group, and individual instruction. Middle grade students will also benefit from the following:

(a) **<u>Intensive Instruction for Middle Grades</u>**

Students who are experiencing difficulty with reading will be enrolled in an intensive reading course that provides intensive, small group, and teacher-guided reading instruction. Reading certified or reading endorsed teachers will base instructional decisions

on data to meet the needs of diverse learners and teach essential components of reading using evidence-based instructional methods.

Middle grades students who are experiencing difficulty with mathematics may be enrolled in a *Foundational Skill in Mathematics* course. Students who are enrolled in a *Foundational Skill in Mathematics* course will be provided intensive, small group, and teacher-guided mathematics instruction. Mathematics certified teachers will base instructional decisions on data to meet the needs of diverse learners and teach essential components of mathematics using evidence-based instructional methods.

(b) **Standard Grading System**

The system and interpretation for grading will be as follows:

Grade	Percent	Definition
A	90-100	Outstanding Progress
B	80-89	Above Average Progress
C	70-79	Average Progress
D	60-69	Lowest Acceptable Progress
F	0-59	Failure

(c) Middle School Core Courses

Middle school students can fulfill their math, language arts, science, and social studies course requirements through Edmentum's mastery assessments, which align with NGSSS and B.E.S.T. standards. Passing these unit and semester exams with a score of 80% or higher exempts portions of the course in which the student demonstrates mastery. Students who don't demonstrate mastery on the exams will need to complete the corresponding coursework in full.

(d) High School Credit for Middle School Students

The School recognizes the need to provide high school educational experiences for those students enrolled in the middle school who have demonstrated mastery of middle school Next Generation Sunshine State Standards and B.E.S.T. standards. Students must meet criteria determined by the school in order to enroll in high school courses and may earn high school credit for course work taken during middle school. These courses will be included in all high school transcripts and high school grade point averages (GPA).

(e) Grade Forgiveness for High School Courses Taken By Middle School Students

Middle school students may repeat a high school course with grades of "C", "D" or "F" for forgiveness. Any course grade not replaced according to District forgiveness policy shall be included in the calculation of the students' high school cumulative grade point average (GPA) required for graduation.

3.B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

The School will offer an innovative and individualized program for each student to progress at an appropriate pace based on his/her individual learning needs. Accordingly, the major focus of the

School's instructional methods directly aligns with its mission to help at-risk students earn a standard high school diploma and prepare for postsecondary success.

The School's instructional program has four essential components that encompass the model's key elements: a) flexible daily schedule; b) individual success plans; c) instructional delivery through blended learning; and d) support services. These are described below:

(a) Flexible Daily Schedule

Many students who drop out of school have been unsuccessful in a traditional school environment. Students report that family obligations, pregnancy, childcare, mental health issues, addiction, homelessness, lack of financial support, or the need to work can distract them from their educational success. High-need students require a variety of instructional approaches, targeted resources, support services, and intervention strategies to motivate them, support their learning, and ensure both short-term and long-term success. According to the National Dropout Prevention Center, schools that have been effective in improving the success of students who are returning to school provide a small learning community, caring faculty, individualized learning, and flexible scheduling options.[5]

We believe that respecting and acknowledging students' other life obligations by offering a **non-traditional school schedule** and a choice among school sessions will permit students to attend on a more regular basis than a traditional school schedule. This, in turn, will support attainment of a high school diploma. The School will offer at least two (2) sessions for curriculum instruction. Students will choose to attend one of these sessions or more as space permits (i.e., a student can choose to attend for extended hours so long as there is classroom space with fewer than twenty-five (25) high school students or twenty-two (22) middle school students in attendance). Consistent with s. 1011.61(1)(a)(2), F.S., the School will operate as a double session school with an instructional calendar providing no less than the 900 annual instructional hours required by statute. In addition, the School will mirror the district's school calendar relating to holidays. A sample calendar, as well as an explanation of typical student schedule, is included in Attachment B.

(b) Individual Success Plans

The National Dropout Prevention Center reports that individualized plans, similar to those used in Special Education, can make a difference in the lives of at-risk students.[6] These plans communicate to students that they and their unique needs are understood and that the School is committed to their individual success. Many schools provide a "one size fits all" program; however, our School's academic program is highly personalized so that all students' needs are met, and all are provided the opportunity to realize their full potential. This individual approach begins at New Student Orientation, where a baseline **academic assessment** will be administered to all students using the General Assessment of Instructional Needs (GAIN), a criterion-referenced measure of English and math skills, or other approved diagnostic assessment. GAIN is a ninety (90) minute diagnostic assessment of English and math skills – from basic literacy and numeracy to advanced skills taught in secondary schools as defined by the NRS' Educational Functioning Levels.[7] GAIN helps **place students in courses appropriate to their skill levels** and provides information used to create individual intervention plans to remediate deficiencies.

[5] http://www.dropoutprevention.org/effective-strategies/alternative-schooling
[6] http://www.dropoutprevention.org/effective-strategies/individualized-instruction
[7] https://wonderlic.com/student-admission-assessment/placement-insight/gain/

An **Individual Success Plan (ISP)** will be created for each student. This plan will include: a middle school promotion plan or high school graduation plan, a postsecondary transition plan, personal goals, and diagnostic and summative assessment data. The ISP will outline all academic and social needs and career and postsecondary transition plans for each student, including promotion or graduation requirements. Administrators and highly-qualified certified teachers, along with support staff, will collaborate to develop the ISP together with student input and involvement.

A unique ISP will be specifically designed to take each student where he/she is and outline all of the coursework and necessary interventions and supplemental instruction needed to ensure that promotion or course and graduation requirements are met. The academic plan will be developed based upon the results of a baseline entry assessment(s) and identified skill gaps, past academic performance, and previous school records, and is designed to accelerate each student's progress toward the accumulation of course completions or credits, which will result in improved student performance, grade promotion, and a high school diploma.

The Career Coach will work with each student to develop their career interests and complete a postsecondary transition plan based on the student's personal goals, a career interest inventory, and an interview with the Career Coach to match student interests, aptitudes, and needs to employment, internships, and postsecondary education opportunities.

The ISP will serve as the template to ensure each student will be provided with individual attention, foundational skills development, and social, emotional, and behavioral support needed to address specific individual challenges and deficiencies. The student-focused plan is aimed at providing the tools necessary to arm each student with the ability to advance to or excel beyond the student's age-appropriate grade level.

(c) Instructional Delivery through Blended Learning

The School's blended learning model will be fully implemented on-site at the School, and will combine technology-based education with direct, face-to-face, small and large group, and individual instruction.[8] This will allow students to work at their own pace while having access to personal attention, assistance, and instruction from a certified teacher along with supplementary resources, as needed.[9] The goal of this blended approach is to join the best aspects of both face-to-face and online instruction.

In the past, digital materials have served in a supplementary role in many classrooms, helping to support face-to-face instruction. The School's blended learning program uses technology to individualize educational plans, address foundational gaps and provide acceleration opportunities for students. This is particularly appropriate for students who have dropped out of school or are at risk of dropping out. An educational model that allows students to focus on the courses needed for graduation, at a pace commensurate with their ability, creates an ideal opportunity for success. In fact, one of the key findings from a study of the effectiveness of blended learning was: Online and blended learning programs are tailored to meet individual student needs, allow students to self-pace, and are often considered more engaging than traditional courses, all of which make them well-suited to

[8] Tucker, C.R. (2013). The basics of blended learning. Educational Leadership, 70(6), 57-60, online at http://www.ascd.org/publications/educational-leadership/mar13/vol70/num06/The-Basics-of-Blended-Instruction.aspx

[9] Hidden curriculum (2014, August 26). In S. Abbott (Ed.), The glossary of education reform. Retrieved from: http://edglossary.org/hidden-curriculum

promoting the success of minority and high-need students. Blended learning programs are better suited for this purpose than purely online programs, as they are accessible to all students (not just those whose parents are able to supervise them at home) and can be customized to address the needs of students with limited English capabilities.[10] The School's instructional delivery methods also meets the expectation of s. 1006.29(3), F.S., which states, "Beginning in the 2015-2016 academic year, all adopted instructional materials for students in kindergarten through grade 12 must be provided in an electronic or digital format."

[1] Face-to-Face Differentiated Direct Instruction

Carefully-selected, highly-qualified teachers who are certified in at least one core subject area (many will hold multiple subject-area certifications) will provide direct instruction, coaching, and guidance in order to ensure students are engaged, reengaged, and making progress on their individual Success Plan (ISP) developed during the orientation program. Instruction will be differentiated by teachers in face-to-face groups and will include a variety of instructional strategies.

Differentiated direct instruction refers to explicit, guided instruction that is designed by the teacher, led by the teacher, and responds to the specific learning needs of each student within the classroom.[11] It emphasizes having clear objectives, demonstrating skills to students, and allowing students time to practice new skills. This will be done in small-group, face-to-face instruction by teachers and aides using carefully articulated lessons in which cognitive skills are broken down into small units, sequenced deliberately, and taught explicitly.[12]

While working through assigned courses, instructor-initiated interaction will occur daily as teachers implement the blended learning instructional model. Targeted, face-to-face differentiated direct instruction will be conducted in small and large groups or individually to assist struggling students. This individualized instruction will address identified gaps in student learning and provide appropriate interventions and remediation. Instruction will be differentiated according to students' individual needs including but not limited to foundational skills improvement and standardized test-taking skills in preparation for graduation requirements.

The Marzano Teacher Evaluation Model is based on the Art and Science of Teaching, which is a research-based framework for effective instruction. The model identifies 41 key strategies that are aligned with each of the four domains of effective teaching: classroom strategies and behaviors, planning and preparation, reflecting on teaching, and collegiality and professionalism. The model provides for formative feedback and allows for risk-taking by teachers while attempting to implement new strategies. The School will adopt Marzano's strategies to help our teachers continually improve their instructional strategies. Effective strategies identified by Marzano include but are not limited to identifying similarities and differences, summarizing and note taking, reinforcing effort and providing recognition, nonlinguistic representations, setting objectives and providing feedback, generating and testing hypotheses, and using cues, questions, and advance organizers.

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[10] Hanover Research (2011). Blended Learning Programs, http://www.hanoverresearch.com/wp-content/uploads/2011/12/Blended-Learning-Programs-Membership.pdf

[11] *BEST PRACTICES FOR TRAUMA-INFORMED INSTRUCTION*. Hanover Research, August 7, 2019, https://hanoverresearch.secure.force.com/customerportal/sfc/servlet.shepherd/version/download/0681T000006zCJAQA2.

[12] *INSTRUCTIONAL PRACTICES TO SUPPORT RIGOROUS INSTRUCTION*. Hanover Research, Jan. 2018, https://hanoverresearch.secure.force.com/customerportal/sfc/servlet.shepherd/version/download/06850000004jjZFAAY.

Remedial instruction will also be provided and will involve academic assistance in the subject area and/or state standards for which the student is struggling: English, reading, math, science, or social studies. Instruction will be conducted by 1) classroom teachers, ESE teacher, reading interventionist, and other certified staff with expertise in areas in which a student needs instruction. Remedial instruction may occur during the student's regularly scheduled session, or the student may elect to attend another session for extra tutoring.

[2] Technology-Based Instruction

Technology is the tool that maximizes the teacher's ability to personalize and individualize learning in the classroom.[13] According to Cakir, Delialioglu, Dennis, & Duffy,[14] technology-enhanced learning environments that support teaching and learning processes with advanced technology may close the achievement gap. The National Dropout Prevention Center[15] states that:

> Technology can remove barriers to learning and be especially helpful to at-risk students. The use of educational technology can:
>
> - improve student mastery of content;
> - provide individualized instruction;
> - improve students' attitudes toward learning;
> - prepare students for the workforce; and
> - increase the cost effectiveness of instruction.

The use of technology supports differentiated instruction based on student needs. The technology provides students and teachers with the tools, resources, and curriculum to be successful learners and increase student achievement. The technology enhanced curriculum is based on a three-component model of personalization, performance data, and intervention support. Research has consistently shown this three-pronged strategy will significantly increase student achievement levels when implemented in a Web-based learning environment (Chou & Wang, 2000; Federico, 2000; Rasmussen & Davidson-Shivers, 1998; Wang, et. al. 2006).[16] The curriculum software tracks student achievement and can add or remove practice and application assignments based on student success. Students can move through the lessons at their own pace - moving as fast or as slow as needed to fully understand the content and demonstrate that understanding. Technology provides students with the opportunities to easily access pronunciation and definitions for unfamiliar words; access a video, graphic, or photo to illustrate a concept; listen to text using headphones; or utilize supplementary resources for additional practice. The use of technology can prohibit progress to the next lesson until the student demonstrates mastery in each lesson within each course.

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[13] Patrick, S., Kennedy, K. & Powell, A. (2013). Mean what you say: Defining and integrating personalized, blended and competency education. Vienna, VA: International Association for K-12 Online Learning, http://www.inacol.org/cms/wp-content/uploads/2013/10/iNACOL-Mean-What-You-Say-October-2013.pdf.

[14] Cakir, H., Defilingly, O., Dennis, A., & Duffy, T. (2009). Technology enhanced learning environments for closing the gap in student achievement between regions: Does it work? AACE Journal, v17 n4 p301-315.

[15] http://www.dropoutprevention.org/effective-strategies/educational-technology

[16] Chou, H. & Wang, T. (2000). The influence of learning style and training method on self-efficacy and learning performance in WWW homepage design training. International Journal of Information Management, 20, 455-472; Federico, P. (2000). Learning Styles and student attitudes toward various aspects of network-based instruction. Computers in Human Behavior, 16, 359-379; Rasmussen, K. & Davidson-Shivers, G. (1998). Hypermedia and learning styles: Can performance be influenced? Journal of Education, Multimedia and Hypermedia, 7, 291-308; Wang, K., Wang, T., Wang, W., & Huang S. (2006). Learning styles and formative assessment strategy: Enhancing student achievement in Web-based learning. Journal of Computer Assisted Learning, 22(3), 207-217.

The current belief is that seat time represents student learning as expressed by grade levels that are one school year in length or semester units that are defined by time units of the daily school calendar and the annual school calendar. However, educational research and trends suggest more appropriate measures of learning should include demonstrations of what students know and are able to do. This can be referred to as competency-based, proficiency-based, mastery-based, or performance-based education.[17] The instructional software programs used by the School will allow students to demonstrate mastery based on performance through pre-tests, post-tests, and completion of learning activities. Credit is awarded upon successful course completion at mastery level (not on seat time). The Board understands that all classes and courses must be of reasonable length and include both content and contact sufficient to meet state requirements, while maintaining high academic quality and standards commensurate with credits awarded for a "traditional" class or course. Mastery-based learning with instructional software together with differentiated direct instruction will ensure that all objectives, rigor, and cognitive level requirements are addressed and met.

Student data are analyzed on a frequent, continuous basis by leaders, school teams, and individual teachers and staff members. Data analysis is used to evaluate instructional impact on learning; adaptation of instruction, curriculum, and assessment; and modification of interventions and Individual Success Plans. In the interest of ensuring an effective match between student learning needs and styles, and available curriculum and software, the School will continuously review the curricula used by the School and the research and development of new software options that may become available. The Board and school administrators will remain open to selecting and replacing these planned curricula with more appropriate options in the future.

[3] Monitoring and Communicating Performance

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will collect, store, and analyze student test data as well as document tiered academic interventions and other services provided to the student. The test data will populate into the student's graduation plan to show which state assessments the student is required to pass to graduate as per state regulations for the student's cohort year. The learner profile will identify the student's postsecondary pathway and profession, along with links to the Student Services page showing interventions provided to students by faculty and outside service providers. The learner profile will also enable faculty and administrators to use the data to ensure that all students have customized learning plans and interventions resulting in students graduating prepared for postsecondary success.

Administrators and faculty will be able to view multiple sources of data by individual student as well as by classroom and school. These data will be analyzed to inform interventions, school improvement decisions, test preparation and professional development. The Principal will use the School Dashboard (See Attachment FF) and the Student Information System (SIS) to review performance data every day: including school-level data, class-level data, and individual student data. Teachers will meet regularly in Professional Learning Communities (PLCs) organized by content-area to review student data. PLCs will use data to solve real problems and expand the knowledge base of all employees through an inquisitive problem-solving approach. Weekly faculty meetings will include a review of School

[17] Patrick, S., Kennedy, K. & Powell, A. (2013). Mean what you say: Defining and integrating personalized, blended and competency education. Vienna, VA: International Association for K-12 Online Learning, http://www.inacol.org/cms/wp-content/uploads/2013/10/iNACOL-Mean-What-You-Say-October-2013.pdf.

performance indicators, including, but not limited to, attendance, credit earning rates, academic progress, graduation, course access, student skill growth, etc.

The Assistant Principal will meet with every student each time a course is finished to review graduation requirements, identify the next course to be taken, and set goals for completion.

The MY SUCCESS® Student and Parent Dashboard (See Attachment FF) will serve as the foundation for communicating (internally and externally) and monitoring student progress and results. This portal will link with the School's student information system to provide up-to-date information on student attendance, grades, state assessment results, skills development, and academic performance. For students and parents/guardians without access to the Internet, hard copies of progress reports will be sent home with students and reviewed with parents during progress meetings. Teachers will connect with parents not less than monthly to discuss progress, highlight achievements, and set face to face meetings if there are concerns with a student's performance. The School will collaborate with the School District of Manatee County on the possible use of additional platforms preferred or suggested by the District for communication with parents (e.g., FOCUS Parent Portal).

(d) Support Services and College and Career Planning

Many students who drop out or are at risk of dropping out of school face barriers to educational success unrelated to their school experience. Students report that family obligations, pregnancy, childcare, mental health issues, addiction, homelessness, or the need to work can distract them from their educational success. Likewise, at-risk students often lack the models and supports critical to establishing the education-career relevancy needed to foster engagement and plan for the future. For these reasons, the School will dedicate resources and expertise to post-secondary planning and comprehensive student support services for every student.

[1] College and Career Planning

Space will be allocated in the School for a College and Career Center where resources for postsecondary preparation, test preparation, scholarship application, employment search, etc. will be readily available to all students, their families, and school staff. This state-of-the art center will be multi-dimensional and multi-functional and will help prepare students for success after high school graduation. The Center will provide dedicated space and supporting resources for the following uses, including, but not limited to: post-secondary exploration; employment assistance and employability skills training; and SAT/ACT/college entrance exam preparation.

A Career Coach will provide time to students in the areas of employability skills, career and college readiness, and postsecondary options based on each student's Individual Success Plan (ISP). The Career Coach will work closely with students to teach resume writing and job skills, assist with finding employment, completing postsecondary institution and financial aid applications, and preparing students for a successful postsecondary transition. Students will explore career options and develop requisite skills for postsecondary success while they develop career and exit portfolios using career planning and preparation print resources and software.

Students will use *Kuder*, a college and career planning tool, to explore career options and develop requisite skills for postsecondary success. Students will have the opportunity to earn elective credit for courses such as Personal Social Career Development and Executive Internship, which will be taught by certified staff members. These courses will focus on postsecondary readiness skills, including researching postsecondary requirements for careers. Parents and students may access the career

software and student's electronic portfolio from any Internet connected device for three years after the student graduates from School.

Middle school students will begin to explore potential post-secondary interests using a personalized aptitude discovery assessment and platform. The YouScience aptitude and career discovery platform will provide our middle school students with personalized aptitude-based college and career guidance. Using this platform students will work alongside their career coach to understand their aptitudes as they begin to find relevance and a meaningful direction in school and beyond. The Board and school administrators will employ a strategic approach to future curriculum technology adoption to ensure that the career exploration platforms used are always the most appropriate to student needs.

Students and their families will be invited to participate in career and postsecondary planning and readiness workshops and events on topics such as, but not limited to, understanding students' career assessments and inventories, resume writing, postsecondary institution application process, high school course selection, and financial aid opportunities and application assistance.

[2] Comprehensive Wrap-Around Support Services

At-risk students often report that family obligations, pregnancy, childcare, mental health issues, addiction, homelessness, or the need to work can distract them from their educational success.[18] A key differentiator of this School will be the provision of on-site social services, crisis intervention, and behavioral health services to students as described in this section.

In accordance with Section 1011.62(16)(a)2., Florida Statutes, the School shall implement a defined Mental Health Assistance Plan to ensure efficiency and efficacy of mental health services in the School; established collaboration with community-based social service agency partners; and early detection and interventions to support student emotional health and a safe school climate.

The School's mental health plan will include an on-campus mental health/social work clinician, a comprehensive psycho-social assessment at the time of enrollment, and both on-campus and off-campus referrals to a wide array of social services targeting the individual needs of each student. The Schools' licensed clinician (Family Support Specialist- FSS) will secure Memoranda of Understandings (MOUs) with local social welfare agencies to ensure a seamless process in which students and their families will connect with and have easy access to needed supports. These partnerships will include both on-campus and referral-based services for behavioral, social and mental health needs to include but not limited to individual student counseling; crisis intervention; basic needs case management; grief counseling; family counseling and addictions and substance abuse counseling. The FSS will also be a qualified supervisor for undergraduate and graduate level social work and mental health interns from accredited universities who will provide clinical services to students on-site.

In addition to supports to students and parents, the Family Support Specialist will coordinate and deliver on-going professional development for school administration and staff on mental health topics to include but not limited to crisis intervention, ACEs (Adverse Childhood Experiences), suicide

[18] Bridgeland, J.M.; DiIulio, Jr., J.J., & Morison, K.B. (March, 2006). *The silent epidemic: Perspectives of high school dropouts*. A report by Civic Enterprises in association with Peter D. Hart Research Associates for the Bill & Melinda Gates Foundation; Bridgeland, J.M., Balfanz, R., Moore, L.A., & Friant, R.S. (2010). *Raising their voices: Engaging students, teachers, and parents to help end the high school dropout epidemic*. Civic Enterprises in association with Peter D. Hart Research Associates for the AT&T Foundation and the America's Promise Alliance; Hammond, C., Linton, D., Smink, J., & Drew, S. (2007). *Dropout risk factors and exemplary programs*. Clemson, SC: National Dropout Prevention Center, Communities In Schools, Inc; Princiotta, D. & Reyna, R. (2009). Achieving graduation for all: A governor's guide to dropout prevention and recovery. National Governors Association Center for Best Practices.

awareness and prevention, physical and sexual abuse awareness and reporting requirements, and general best practices in effectively working with at-risk youth and youth and family with histories of trauma. All staff will be trained and certified in Handle With Care, a crisis intervention and prevention behavior management system as well as the National Counsel for Behavioral Health's Youth Mental Health First Aid certification as required by statute.

3.C. Describe the research base used to design the educational program.

(1) Rationale

Our academic program is meticulously designed based on extensive research and evidence-based practices to provide comprehensive support for at-risk youth. We employ a research-driven approach that integrates the latest findings in psychology, education, and social sciences to create a nurturing environment tailored to meet the diverse needs of at-risk students. Our curriculum is informed by empirical studies and practical interventions proven to enhance academic performance, socio-emotional well-being, and overall resilience in this population.

By staying current on research and best practices, our program continuously evolves to incorporate innovative strategies and effective interventions. We emphasize a holistic approach that not only addresses academic challenges but also fosters personal growth, self-esteem, and positive relationships. Our faculty and staff are dedicated to implementing evidence-based methodologies, such as mentorship programs, counseling services, and community engagement, all based on research-backed principles.

Furthermore, our commitment extends beyond the classroom, as we actively engage with local communities and partner organizations to create a supportive network for at-risk youth. Our goal is to empower these individuals to overcome obstacles, realize their potential, and thrive academically and personally, based on the latest research findings and best practices in the field. Research suggests that this mix of academic instruction and experiential learning is beneficial.[19]

(2) Rationale for Instructional Methods

The School's instructional program and support services were developed based on the needs identified in evidence-based research on success with students who are at high risk of not graduating. The National Dropout Prevention Center[20] has identified that:

- Dropping out of school is related to a variety of factors that can be classified in four areas or domains: individual, family, school, and community factors.
- Dropouts are not a homogeneous group. Many subgroups of students can be identified based on when risk factors emerge, the combinations of risk factors experienced, and how the factors influence them.
- Students who drop out often cite factors across multiple domains.
- Dropping out of school is often the result of a long process of disengagement that may begin before a child enters school.
- Dropping out is often described as a process, not an event, with factors building and compounding over time.

[19] Eyler, J. (2009). The power of experiential education. *Liberal Education*, 95(4), p. 24-31; Woods, E.G. (1995). *Reducing the dropout rate.* School Improvement Research Series: Close Up #17.

[20] Hammond, C., Linton, D., Smink, J., & Drew, S. (2007). *Dropout risk factors and exemplary programs.* Clemson, SC: National Dropout Prevention Center, Communities In Schools, Inc.

- The School's educational approach is based on a comprehensive and systematic model of teaching and learning. A plethora of research[21] identifies elements of programs that have been effective in keeping students in school, leading them to graduation, and assisting them in planning for postsecondary success. This research points to success through targeted and coordinated efforts in three broad categories: School Environment, Academics, and Supports.

(a) School Environment

The primary support structure for a successful school campus is facilitated by all teachers, school administrators, staff, family members, and community members who recognize and respond to the behavioral, emotional, relational, and academic impact of traumatic stress on young people.[22] The tone of the building is generated through respect and care from all administrators and staff members for all students regardless of their circumstances. The following components underpin the development of quality culture and climate our School:

- ***Significant Adult Connection*** - It is important that every student have at least one adult that knows them very well. Creating this important connection will begin the first day the student comes on campus and will continue throughout the student's stay. It is expected that this important connection will assist in the retention of each student through the long term.
- ***Positive Adult Interactions*** - Throughout the School, adults and students alike will be coached to engage in language and behavior that is conducive to positive interactions and student engagement. Teachers will receive training that allows them to focus on the fundamental personal traps that lead adults into non-productive conversations with students who have extended experience with dysfunctional behavior. Teachers will model appropriate behavior while coaching students as they interact with other adults on campus. In addition, students will be expected to exhibit appropriate behavior with each other.
- ***Daily Personal Greetings*** - At the beginning of every instructional session, administrators and staff will be at the door greeting students by name. This simple, yet critical, part of the expected

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[21] Alliance for Excellent Education (2006). *Is your high school making the grade: Ten elements of a successful high school.* Alliance for Excellent Education ; Ascher, C. & Maguire, C. (2007). Beating the odds: How thirteen NYC schools bring low-performing ninth graders to timely graduation and college enrollment. Annenberg Institute for School Reform at Brown University; Balfanz, R., Fox, J.H., Bridgeland, J.M., & McNaught, M. (2009). Grad nation: A guidebook to help communities tackle the dropout crisis. America's Promise Alliance.; Bridgeland, J.M., Balfanz, R., Morelia., & Friant, R.S. (2010). *Raising their voices: Engaging students, teachers, and parents to help end the high school dropout epidemic.* Civic Enterprises in association with Peter D. Hart Research Associates for the AT&T Foundation and the America's Promise Alliance; Bridgeland, J.M., DiIulio, Jr., & J.J., Morison, K.B. (2006, March). *The silent epidemic: Perspectives of high school dropouts.* A report by Civic Enterprises in association with Peter D. Hart Research Associates for the Bill & Melinda Gates Foundation; Calkins, A., Guenther, W., Before, G., & Lash, D. (2007). *The turnaround challenge: Why America's best opportunity to dramatically improve student achievement lies in our worst-performing schools.* Boston, MA: Mass Insight Education & Research Institute; Darling-Hammond, L. & Friedlander, D. (2008). Creating excellent and equitable schools. *Educational Leadership*, *65*(8), 14-21; Dynarski, M., Clarke, L., Cobb, B., Finn, J., Rumberger, R., and Smink, J. (2008). *Dropout prevention: A practice guide* (NCEE 2008–4025). Washington, DC: National Center for Education Evaluation and Regional; Gunn, T.M., Chorney, D.W., & Poulsen, JC. (2009). High school completion: A comprehensive review of projects directed toward keeping students in school. *The Journal of At-Risk Issues*, *15*(1), 17-24; Hammond, C., Linton, D., Smink, J., & Drew, S. (2007). *Dropout risk factors and exemplary programs.* Clemson, SC: National Dropout Prevention Center, Communities In Schools, Inc.; Meeder, H. (2006, January). *Reinventing the American high school for the 21st century: Strengthening a new vision for the American high school through the experiences and resources of career and technical education.* (A Position Paper). Alexandria, VA: The Association for Career and Technical Education; Princiotta, D. & Reyna, R. (2009). Achieving graduation for all: A governor's guide to dropout prevention and recovery. National Governors Association Center for Best Practices; Quint, J. (2008). Lessons from leading models. *Educational Leadership*, *65*(8), 64-68; Seltz, J. (2008). A focus on high school reform. *Educational Leadership*, *65*(8), 96; Shore, R. & Shore, B. (2009, July). *Reducing the high school dropout rate* (KIDS COUNT Indicator Brief). Baltimore, MD: The Annie E. Casey Foundation.

[22] *Trauma-Informed Schools for Children in K-12: A System Framework*, The National Child Traumatic Stress Network, 2017, https://www.nctsn.org/sites/default/files/resources/fact-sheet/trauma_informed_schools_for_children_in_k-12_a_systems_framework.pdf.

daily service model supports a school environment in which all students feel known, recognized and appreciated. This action also allows staff to identify students who may arrive at school in need of additional personal/social support or intervention.

- *Celebrations and Recognition* - A prominent aspect of a supportive, encouraging culture is the existence of routine celebrations that are designed to support and uplift student progress . Administrators and teachers will be expected to regularly recognize student achievement through actions to include but not limited to:: 1) notifications of notable progress or achievement placed in classrooms, 2) hallway posters displaying student progress, 3) attendance acknowledgements, 4) pictures of seniors and graduation ceremonies, 5) events celebrating achievement on standardized tests, 6) recognition of students who have achieved honors in the community, 7) regular positive phone calls to parents/guardians, and 8) student achievement highlights on the school website and social media The Principal will lead and invite School staff, community, family members, and Board members to celebratory events.

(b) Academics

Not surprisingly, the majority of studies reviewed in the design of the proposed educational program recommend a clear focus on academic innovations and interventions. Successful dropout prevention programs are characterized by challenging coursework and rigorous academics, coursework that is clearly relevant to postsecondary goals, an expectation that all students will be successful, and early interventions to provide support to struggling students and close achievement gaps.[23] Each of these elements has been thoughtfully and deliberately integrated into our School model.

(c) Supports

The research on dropout prevention and recovery is clear about the need for comprehensive and coordinated support services to students. Small, safe, and flexible school environments with an emphasis on academics alone will not be as successful as the same environment and academic emphasis in a school with supports that are designed to also address the social, emotional, and psychological well-being of the students. Several support structures appear to be key in leading students to school success and graduation, including effective use of data, personal attention and a close relationship with an adult at school, a graduation and postsecondary plan, family and community involvement, skilled teachers and leaders who participate in regular and meaningful professional development, and access to specialists including a Family Support Specialist and Career Coach. Our educational program model closely and thoughtfully aligns with these recommendations for dropout prevention and recovery.

(3) Research on Instructional Delivery

Our blended learning approach integrates face-to-face classroom instruction together with computer-generated activities, forming a cohesive and highly effective instructional model supported by research.. Perhaps the strongest case for blended learning programs comes from the U.S. Department of Education's meta-analysis of forty-five (45) studies that indicated that instruction combining online,[24] Classroom time can be used to engage students in interventions to eliminate barriers as well as to provide advanced interactive experiences. The online portion of the course can provide students with multimedia-rich content throughout the course of the day. This allows for an increase in flexibility

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[23] *Benchmarking Alternative K-12 Education.* Hanover Research , 4 Jan. 2018, https://hanoverresearch.secure.force.com/customerportal/sfc/servlet.shepherd/version/download/06850000003zoLuAAI.

[24] Means, B., Toyama, Y., Murphy, R., Bakia, M., Jones, K. (2010). Evaluation of Evidence-Based Practices in Online Learning: A Meta-Analysis and Review of Online Learning Studies. U.S. Department of Education Office of Planning, Evaluation, and Policy Development Policy and Program Studies, 50, 37-54.

for scheduling intervention, social support, and post-secondary planning and career guidance for students.

Students in blended learning environments have a significantly higher motivation to learn than those in other educational models (Klein, Noe & Chongwei, 2006).[25] The School's blended learning model takes into account the instructional and social emotional needs of at-risk students. "At least two-thirds of current and recent high school students agree that attending a school focused on social and emotional learning would help improve their relationships with teachers and peers, their learning of academic material, and their preparation for college, careers, and citizenship" (Darling-Hammond, et al.,2018, p.13).[26] As a result, the School's model takes into account the whole learner. Each student will work on an individualized plan, will be provided academic and social/emotional interventions and support, and will benefit from a climate of encouragement and celebration.

In addition to meeting social and emotional needs of at-risk students, holding students' interest throughout their instructional session is also critical. Amen (2013) reports that thirty-three percent (33%) of untreated people with Attention Deficit Disorder (ADD) never finish high school.[27] These individuals need constant novelty in order to sustain interest and follow through. Digital learning can provide that novelty through interactive, original subject material; multimedia tutorials; manipulative tools that encourage hands-on interaction; and engaging exercises and self-checks.

In the blended learning environment, according to *Keeping Pace with K-12 Online Learning: An Annual Review of Policy and Practice* (2010)[28], "the teacher is critical, as blended learning requires a transformation of instruction as the teacher becomes a learning facilitator; instruction involves increased interaction between student-and-instructor, student-to-content, and student-to-student." *Keeping Pace* also notes that blended learning offers more possibilities for engagement, personalization and increased learning, stating: "Blended learning can personalize instruction to each student in a classroom, freeing the teacher to focus on working one-on-one with students in particular areas that they need additional help;" and "Quality blended learning prepares students to think critically, to build collaborative relationships, to problem solve, and to communicate in a diverse global community."

In a study of blended learning (face-to-face and online/digital), Pape[29] observed:
…with blended learning, teachers can use online tools and resources as part of their daily classroom instruction. Using many of the online tools and resources students already are using for social networking, blended teaching helps teachers find an approach that is more engaging for this generation of students. The benefits of blended learning include giving students a variety of ways to demonstrate their knowledge while appealing to diverse learning styles and fostering independent learning and self-directed learning skills in students, a critical capacity for lifelong learners. Blended learning helps students better develop their higher education and workforce skills. It extends teaching and learning beyond the classroom walls, developing critical thinking, problem solving, communication, collaboration and global awareness.

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[25] Klein, H. J., Noe, R. A., and Chongwei, W. (2006). Motivation to learn and course outcomes: The impact of delivery mode, learning goal orientation, and perceived barriers and enablers. Personnel Psychology, 59(3), 665-702.
[26] Darling-Hammond, et al. *From a Nation At-Risk to a Nation at Hope.* National Commission on Social, Emotional, & Academic Development, 2018, http://nationathope.org/wp-content/uploads/2018_aspen_final-report_full_webversion.pdf.
[27] Amen, D.G. (2013). Healing ADD. New York, NY: Berkley Books.
[28] Watson, J., Murin, A., et al. (2010). *Keeping pace with K-12 online learning: An annual review of policy and practice.* Retrieved from http://www.kpk12.com/wp-content/uploads/KeepingPaceK12_2010.pdf.
[29] Pape, L. (2010). Blended teaching and learning. Education Digest: Essential Readings Condensed for Quick Review, 76(2), p22-27.

According to Cakir, Delialioglu, Dennis, & Duffy,[30] the student achievement gap between urban and suburban districts is a major issue in U.S. schools. Technology-enhanced learning environments that support teaching and learning processes with advanced technology may close this achievement gap. Their research studied the impact of student and school factors with an emphasis on schools' geographic location on student achievement in a technology enhanced learning environment. The instructional model investigated by Cakir et al. combined face-to-face learning with online/digital curriculum and instructional materials that were distributed over the Internet so that all teachers and students received the same instructional materials and content tests. 4,670 students from 386 high schools participated in this study. Considering together with gender, ability and motivation factors, results showed that students located in different districts achieved equally well. Their results concluded that the combination of technology-enhanced classroom learning and face-to-face instruction helped students be successful, which gives promising results to remedy student achievement gaps between urban and suburban districts and their respective student populations.

As noted by Larson, Kuhn, Collins, Balthazor, Ribble, & Miller,[31] high school students spend much of their educational journeys immersed in 'old' literacies with paper, pencil, and print books. But outside of the classroom, they are exposed to information and communication technologies--such as blogs, wikis, Internet browsers, multimedia, social networking sites, and a wide range of software-each of which demands new literacies. This disconnect is a serious problem for schools because it reflects a decline in school's relevancy to students' futures, and the gap between how schools teach and how students learn will only grow over time.

A study conducted by Korkmaz & Karakus[32] investigated the impact of a blended learning model on students' attitudes towards a Geography course and their critical thinking dispositions and skills. An experimental pattern with pretest-posttest control group was used in the study. The study group consisted of fifty-seven (57) high school students (28 in the experiment group and 29 in the control group). The experimental group was subject to hybrid learning through the Geography web page, while the traditional learning model was used for the control group. The results indicated that the blended learning model contributed more to student attitudes toward the geography course when compared to the traditional learning model.

As noted by the National Council of Teachers of Math (NCTM)[33]: Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to quality mathematics instruction for all students.

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[30] Cakir, H., Delialioglu, O., Dennis, A., & Duffy, T. (2009). Technology enhanced learning environments for closing the gap in student achievement between regions: Does it work? AACE Journal, v17 n4 p301-315.

[31] Larson, L., Kuhn, C., Collins, R.A., Balthazor, G., Ribble, M., & Miller, T.N. (2009). Technology instruction: Fixing the Disconnect. Principal Leadership, v10 n4 p54-58.

[32] Korkmaz, O. & Karakus, U. (2009). The impact of blended learning model on student attitudes towards geography course and their critical thinking dispositions and levels. *Turkish Online Journal of Educational Technology - TOJET*, 8(4) p51-63.

[33] National Council of Teachers of Mathematics. (2008). The role of technology in the teaching and learning of mathematics: A position of the National Council of Teachers of Mathematics. Available online at: http://www.nctm.org/uploadedFiles/About_NCTM/Position_Statements/Technology%20final.pdf

Barrow & Rouse[34] examined whether a computer-based curriculum in mathematics was more effective than traditional classroom instruction at teaching pre-algebra and algebra concepts to middle- and high-school students. The study included about 1,600 students in fifteen (15) high schools and two middle schools in three large urban school districts. Math classrooms in each school were randomly assigned to use either the computer-based curriculum or a traditional math curriculum. The study assessed the program's effectiveness by comparing the test scores of the two instruction groups at the end of the school year. At the end of the school year, students in classrooms using the computer-based curriculum scored higher on the assessment of pre-algebra and algebra skills than students in traditional math classrooms. The estimated effect size was 0.17, equivalent to moving a student from the 50th to 57th percentile.

In summary, research has indicated that blended learning offers a compelling alternative to traditional instructional methods. Seamlessly integrating face-to-face instruction with online curriculum and activities provides numerous benefits for both students and teachers. The increased engagement, personalization, and flexibility of blended learning empowers students to become self-directed learners, while also preparing them to thrive in the 21st-century workforce. Moreover, blended learning offers a promising solution to narrowing the achievement gap for at-risk learners, ensuring that all students have access to high-quality educational opportunities.

3.D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B.

A sample daily schedule and annual school calendar, as well as a description of a typical day are included as Attachment B.

3.E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

The School's educational programs and curricula are built upon rigorous and relevant standards that will help improve student achievement and attainment of the NGSSS and B.E.S.T. standards. The School's instructional staff will utilize assessment data and results to drive instructional decisions, integrate strategic interventions to address gaps in student performance, and improve student outcomes.

The School will offer multiple levels of core curriculum including foundational courses, core courses integrated with reading development, core content courses, honors courses, CTE courses, and advanced placement courses. Course offerings (a complete list is included here) will depend upon student needs. Our goal is to graduate students who are prepared to enter the workforce or military, or to enroll in freshman-level college courses and succeed without requiring remediation.

Research demonstrates that high-need, high-risk students often need a variety of instructional approaches to meet their needs, motivate them, support their learning, and ensure both short and

[34] Barrow, L., Markman, L., & Rouse, C. (2008). Technology's edge: The educational benefits of computer-aided instruction, NBER Working Paper No. 14240. National Bureau of Economic Research.

long-term success.[35] Our charter school model will enhance the academic outcomes for students and support the attainment of state-adopted standards in the following ways:

1. Build Foundational Skills in Reading and Math

- Initial assessment of reading and math skills upon enrollment, and assignment of courses and interventions based on current functional levels
- Development of an Individual Success Plan (ISP)
- The Multi-tiered System of Support (MTSS) Team review and analysis of student information/data after New Student Orientation to determine Tier placement, allowing teachers to design individualized instruction for students
- Technology-based curriculum selected and assigned to address specific learning skill gaps in reading and math
- Targeted face-to-face instruction in reading and math intervention programs if reading or math is below grade-appropriate levels
- Instruction on study strategies, note-taking, and organizational skills beginning in new student Orientation

2. Rigorous and Relevant Curriculum and Instruction

- Mastery-based curriculum aligned to state assessments and designed to meet graduation requirements
- Instruction informed by student entry capacity to prepare students for graduation and postsecondary pathway
- Teacher-directed differentiated instruction – highly qualified, certified teachers leading instruction in every classroom at a ratio of no greater than one (1) teacher for every twenty-five (25) students in high school, and one (1) teacher for every twenty-two (22) students in middle school.
- Blended learning that includes both online as well as one-on-one, small group. large group, and pull-out instruction
- Curriculum and instruction differentiated to meet each student's academic needs
- Software instruction that includes audio support for all lessons, written transcript for all video and audio portions of lessons, interactive graphics, and hyperlinks to definitions of key terms and additional review activities
- Software available with significant language translation supports (e.g., text and audio)
- Software activities and teacher lessons address multiple modalities and levels of cognition
- Data-driven focus on continuous program improvement and student achievement

3. Increasing Student Engagement Through Communication and Celebration of Success

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[35] Alliance for Excellent Education (2006). *Is your high school making the grade: Ten elements of a successful high school.* Alliance for Excellent Education ; Ascher, C. & Maguire, C. (2007). Beating the odds: How thirteen NYC schools bring low-performing ninth graders to timely graduation and college enrollment. Annenberg Institute for School Reform at Brown University; Ascher, C. & Maguire, C. (2007). Beating the odds: How thirteen NYC schools bring low-performing ninth graders to timely graduation and college enrollment. Annenberg Institute for School Reform at Brown University; Balfanz, R., Fox, J.H., Bridgeland, J.M., & McNaught, M. (2009). Grad nation: A guidebook to help communities tackle the dropout crisis. America's Promise Alliance.; Bridgeland, J.M., Balfanz, R., Moore,L.A., & Friant, R.S. (2010). *Raising their voices: Engaging students, teachers, and parents to help end the high school dropout epidemic.* Civic Enterprises in association with Peter D. Hart Research Associates for the AT&T Foundation and the America's Promise Alliance; Darling-Hammond, L. & Friedlander, D. (2008). Creating excellent and equitable schools. *Educational Leadership*, *65*(8), 14-21; Dynarski, M., Clarke, L., Cobb, B., Finn, J., Rumberger, R., and Smink, J. (2008). *Dropout prevention: A practice guide* (NCEE 2008–4025). Washington, DC: National Center for Education Evaluation and Regional.; Meeder, H. (2006, January). *Reinventing the American high school for the 21st century: Strengthening a new vision for the American high school through the experiences and resources of career and technical education.* (A Position Paper). Alexandria, VA: The Association for Career and Technical Education; Princiotta, D. & Reyna, R. (2009). Achieving graduation for all: A governor's guide to dropout prevention and recovery. National Governors Association Center for Best Practices.

- Climate and culture of respect and high expectations
- Recognitions and celebrations to include incentives for attendance and academic progress
- Attendance calls made to applicable student / parents / guardians daily
- Positive contact monthly for every student

4. Accelerate the Successful Completion of Courses and Earning of Credits

- New Student Orientation that sets expectations for success, emphasizes rules and procedures, and introduces student to the curriculum
- Two sessions per day to accommodate students who are working, have family responsibilities, or need scheduling flexibility
- Individual-pacing by the student
- Technology-enhanced classrooms using the best available instructional software and computer technology that are a proven solution for at-risk students and allow for the individualization of instruction
- MTSS, a multi-tiered approach to improving behaviors and accelerating academic progress
- Continuous progress monitoring by MTSS Team to include data review and short cycle assessments
- Students and parents/guardians able to track student progress, attendance, goals, and assessment scores via MY SUCCESS® Student and Parent Dashboard
- Equipment and materials provided to each student, e.g., computer, paper, notebooks, and graphing/scientific/four function calculators

5. Provide a Foundation for Students to Become Successful Members of Their Communities

- Staffing includes a Family Support Specialist and Career Coach
- Employability Skills Training
- Individual Success Plan that includes a Postsecondary Transition Plan, College and Career Center for postsecondary planning and preparation
- Support by social services, crisis intervention, and behavioral health professionals located in the School to help students to remove barriers that prevent them from attending and/or being successful in school
- School events such as cultural field trips, college visits, financial aid nights, health fairs, job club, college and career fairs to increase relevance and exposure

4. CURRICULUM AND INSTRUCTIONAL DESIGN

4.A. DESCRIBE THE SCHOOL'S CURRICULUM IN THE CORE ACADEMIC AREAS, ILLUSTRATING HOW IT WILL PREPARE STUDENTS TO ACHIEVE FLORIDA STANDARDS. DESCRIBE THE PRIMARY INSTRUCTIONAL STRATEGIES THAT THE SCHOOL WILL EXPECT TEACHERS TO USE AND WHY THEY ARE APPROPRIATE FOR THE ANTICIPATED STUDENT POPULATION. DESCRIBE THE METHODS AND SYSTEMS TEACHERS WILL HAVE FOR PROVIDING DIFFERENTIATED INSTRUCTION TO MEET THE NEEDS OF ALL STUDENTS, INCLUDING HOW STUDENTS WHO ENTER THE SCHOOL BELOW GRADE LEVEL WILL BE ENGAGED IN AND BENEFIT FROM THE CURRICULUM AND THE FORMALIZED MULTI-TIERED LEVEL OF SUPPORTS THAT WILL BE PROVIDED TO STUDENTS WHO ARE PERFORMING BELOW GRADE LEVEL. IN PARTICULAR, DESCRIBE THE MATHEMATICS CURRICULUM AND DIFFERENTIATED STRATEGIES THAT WILL BE USED FOR STUDENTS PERFORMING AT GRADE LEVEL OR

HIGHER AND A SEPARATE MATHEMATICS CURRICULUM AND STRATEGIES FOR STUDENTS WHO ARE PERFORMING BELOW GRADE LEVEL.

The School will implement a blended instructional model that includes a standards-aligned curriculum for both computer based and direct instruction. The instructional software used by the School delivers a broad curriculum (from foundational skills to Advanced Placement courses) to meet diverse learning needs and support teachers in creating rich, in-depth differentiated learning experiences for their students. The technology provides students and teachers with the tools, resources, and curriculum to be successful learners and increase student achievement. The curriculum is based on a three-component model of personalization, performance data, and intervention support. Research has consistently shown this three-pronged strategy will significantly increase student achievement levels when implemented in a web-based learning environment (Chou & Wang, 2000; Federico, 2000; Rasmussen & Davidson-Shivers, 1998).[36] Each course provides a complete scope and sequence with original instructional content that not only guides students in mastering critical skills and developing an understanding of key concepts but also encourages them to extend their learning beyond required content.

The School's curriculum resources are described in detail below.

(1) Edmentum Learning (Edmentum includes a portfolio of products which includes Apex Learning**)** (accredited by the Commission on Schools of the Northwest Association of Accredited Schools, an accreditation division of AdvancED) provides comprehensive online instructional content and assessments that help teachers individualize instruction, ensuring each student has the opportunity to achieve to his or her potential. Edmentum digital curriculum has been developed from the established body of learning research and best practices in teaching. Evidence-based work from leading learning theorists is used to develop curriculum that incorporates basic and higher levels of learning, builds critical thinking skills, deepens understanding, and engages and motivates students to succeed. The research base that serves as the foundation for course development is documented in *Research Put into Practice: Apex Learning Curriculum and Pedagogy* and *Learning Design and Research Base for Edmentum Courseware*.

Edmentum courses in math and English Language Arts are aligned to the Florida Standards (and will be aligned to B.E.S.T. standards prior to the school opening in 2023) and incorporate rigorous instruction, active learning experiences, and meaningful assessment. Sample correlation reports are available online. [To access the Edmentum Correlations Engine, please visit: https://edmentum.clickhelp.co/articles/#!courseware-instructor-resources/florida-ccrs. Login with Account: ALSE; Username: DemoUser; Password: 1234.]

Each Edmentum online course provides a complete scope and sequence based on state and national standards. Courses are organized into semesters, units, lessons, and activities. A typical semester

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[36] Chou, H. & Wang, T. (2000). The influence of learning style and training method on self-efficacy and learning performance in WWW homepage design training. International Journal of Information Management, 20, 455-472; Federico, P. (2000). Learning Styles and student attitudes toward various aspects of network-based instruction. Computers in Human Behavior, 16, 359-379; Rasmussen, K. & Davidson-Shivers, G. (1998). Hypermedia and learning styles: Can performance be influenced? Journal of Education, Multimedia and Hypermedia, 7, 291-308; Wang, K., Wang, T., Wang, W., & Huang S. (2006). Learning styles and formative assessment strategy: Enhancing student achievement in Web-based learning. Journal of Computer Assisted Learning, 22(3), 207-217.

includes 5-6 units, each with 5-6 lessons. A typical lesson comprises a number of activities including studies, practices, readings, journals, labs, discussions, projects, web explorations, reviews, and both computer- and teacher-scored assessments, including unit diagnostics. Each semester has an average of 750 pages, 1,000 images, 250 multimedia tutorials, 250 interactive exercises, 50 computer-graded assessments, and 85 vetted web links.

Edmentum helps teachers create active learning experiences that keep students engaged. Study plans help teachers guide students to relevant instructional content that engages them in active learning experiences to master skills and develop conceptual understanding. Students progress through course content by interacting with each concept as they are prompted to observe, inquire, create, connect, and confirm. Interactive, original subject material is presented in a step-by-step fashion designed specifically to appeal to students. Multimedia tutorials provide opportunities to explore and discover new material. Multiple representations help teachers reach each student. Manipulative tools encourage hands-on interaction to master concepts. Interactive exercises and self-checks give frequent opportunities to confirm understanding and apply new concepts. Instructive feedback is immediately provided as students apply their understanding, creating a continuous interplay with the subject matter that keeps students attentive and motivated. Through ongoing interaction with course content, students are able to take responsibility for, and ownership of, their individual learning experience. As students experience success, their confidence builds, and achievement increases.

One of the features of Edmentum software is that it is designed to allow teachers to differentiate instruction for students based on individual needs. Edmentum gives teachers the flexibility to determine how to most effectively use these online curriculum resources to enhance classroom instruction.

The following additional supports for struggling students are built into all Edmentum courses:

Embedded Scaffolding	**Enhanced Support**	**Interactive Tools**
Small instructional segments	In Course highlighter	Close reading activities
Formative assessments and corrections	Text translation in 20 languages	Writing Generator
Multimedia presentations	Transcripts	Graphing tool/Data plotting tool
Graphic organizers	Closed captioning	Simulations
Reading Summaries	Support cards	Polls
Contextual rollovers	Study Guides	Manipulatives
In course glossaries	Slide narration	4 Function and scientific calculators
Online dictionary	Click to speak	Virtual labs

Assessment opportunities – including formative, summative, and diagnostic assessments – are integrated throughout Edmentum's digital curriculum and address each learning objective. Formative and diagnostic assessments provide opportunities to pinpoint student strengths and weaknesses and gauge student progress on an ongoing basis. Summative assessments require students to demonstrate content mastery at the end of each semester. Detailed reports provide teachers with performance information for an entire class and individual students (See Gradebook samples in Attachment FF).

(a) Course Options

The School will offer the curriculum required for: promotion to high school; earning a high school diploma; and meeting the Florida Next Generation Sunshine State Standards (NGSSS) as defined by s. 1003.41, F.S., including B.E.S.T. standards. A complete list of course offerings is included at https://s3.amazonaws.com/finishschool.com/CourseOfferings.pdf. Through utilization of the Edmentum curriculum, the School will be able to offer courses aligned to individual student needs and delivered through a secure network. These include Foundations Courses, Core Courses, Honors Courses, and Advanced Placement Courses. While the typical student from the School's target population is unlikely to elect participation in Honors or Advanced Placement Courses, the School will be prepared to serve the academic needs of any student who wishes to enroll and/or whose Individual Success Plan includes these higher rigor courses and shall encourage these course enrollments for students with interest and demonstrated aptitude.

[1] Foundations Courses. Designed to provide a bridge to high school, Edmentum Foundations Courses target middle and high school students unprepared to successfully complete grade-level work. Foundations Courses feature structured remediation designed to facilitate student progress through grades 3-8 skills. Courses develop math and English-language arts skills and strategies while raising academic performance up to high school levels. Each semester course offers approximately 70-90 hours of interactive instruction, guided practice, and integrated formative, summative, and diagnostic assessment. Students working on foundations courses will also receive supplementary instruction to ensure alignment to the Florida Standards.

[2] Core Courses. Focused on building essential skills and content knowledge, Edmentum Core Courses are designed to support success for both struggling and mainstream middle and high school students. Rich graphics, engaging multimedia, hands-on interactivity, video, and audio tracks provide support for those reading below grade level and address different learning styles for all students. Robust scaffolding in the form of annotated readings, study sheets, and graphic organizers assists all learners in making consistent progress through coursework. Each semester course offers 70-90 hours of interactive direct instruction, guided practice, and integrated formative, summative, and diagnostic assessment.

[3] Honors (College Prep) Courses. Edmentum Honors Courses are designed to meet the needs of highly motivated students who want to build advanced skills and content knowledge in preparation for undergraduate study. Placement in Honors (and Advanced Placement) classes will be determined by Assistant Principal's review of students' academic history upon enrollment, the student's goals, recommendations of teachers or other staff who identify students with potential for more advanced coursework, and teachers' and Assistant Principal's progress monitoring meetings with the student.

[4] Advanced Placement (AP) Courses. Authorized by the College Board AP Course Audit, Edmentum online Advanced Placement Courses are designed to meet the higher education expectations of a college-level course and prepare students to demonstrate college-level achievement through success on the AP exams. Courses target highly-motivated students who are reading at grade level or above and who have a track record of success in high school coursework. Each semester course offers approximately 120 hours of direct instruction and integrated formative, summative, and diagnostic assessment.

[5] Exam Preparation Courses. Even the most accomplished students can benefit from targeted preparation before high stakes exams. To ensure students are adequately prepared, the school will offer SAT, ACT, and Advanced Placement (AP) Exam Review. Additionally, the school will provide interventions to help prepare students for meeting state assessment standards. Interventions will be aligned to the state's test blueprint, including the state required assessments.

(2) Reading and Math Curricula

Given the School's target population, it is likely that many of the School's students will struggle with English language literacy in some way. Some may be English Language Learners, some may have reading difficulties, and others may have a limited vocabulary. In order to effectively address the challenging needs of these students, the School has a detailed plan for reading instruction as described below in Section 4.B. – The School's Reading Curriculum.

Reading Plus®, the School's selected primary reading curriculum, is an online reading intervention program aligned to the Florida Standards that uses adaptive technology to provide individualized, scaffolded silent reading practice for adolescent students. *Reading Plus*® was chosen because of its ability to differentiate instruction and pinpoint student needs. It is described in detail in Section 4.B.

It is also expected that a majority of the School's students will struggle in math. In order to help students meet state assessment and graduation requirements, supplementary online mathematics such as IXL Math programs will be used to serve as an intervention to improve student mathematics performance. The school will offer mathematics support using a variety of standards-based materials through direct instruction. These materials may include but are not limited to classroom hands-on math manipulatives, Khan Academy and Algebra Nation.

In addition to direct instruction in mathematics, students struggling to pass the Algebra 1 EOC exam will have the opportunity to engage in math intervention software at school or at home (example- Imagine Math). This level of mathematics assistance provides students with unprecedented support which in turn drives strong student growth and achievement results.

Using the parent portal, the school will communicate with parents about their child's progress in mathematics and the supports that are available. Students will need to meet all academic state requirements for reading and math including End-of-Course (EOC) assessments. Students enrolled in Algebra I will be required to pass the EOC assessment, which will constitute thirty percent (30%) of the student's final course grade.

In the interest of ensuring an effective match between student learning needs and styles, and available curriculum and software, the School will continuously review the curricula used and the research and development of new software options that may become available. The Board and school administrators will remain open to replacing these planned curricula or selecting new ones if more effective options become available in the future.

(3) Middle School Curriculum

For over-age middle school students, the School will be using a Middle School Course Catalog which includes offerings in the following areas:

- English Language Arts
- Mathematics
- Science

- Social Studies
- Reading[37]
- Art
- Music
- Physical Education[38]
- Comprehensive Health[39]
- Personal/Social[40]

The School will hold parent meetings to inform parents about course offerings and middle school promotion requirements. Each student will also have an Individual Success Plan that will outline courses taken, courses needed and progress toward completing middle school requirements for promotion into high school.

(4) Personal, Social, and Career Development Curriculum

In addition to the core academic content, the School will deliver an expansive personal, social, and career development curriculum designed to help students refine social skills, develop financial literacy, evaluate aptitudes and interests, and plan for postsecondary success. A blended instructional approach will include engagement in on-line curriculum as well as direct instruction lessons by teachers to include interactive discussions and activities involving collaborative problem solving, respectful listening, effective communication, cooperative learning, and responsible decision making.

The personal, social and career development curriculum resources may include, but are not limited to:

Mind Sage: The focus of *MindSage* is to prepare students for the workplace and life. The subjects covered include the top 20 most important or vital skills/qualities that employers and hiring managers look for in employees.

Kuder: *Kuder* is a comprehensive education and career planning system that helps students succeed in the increasingly competitive global economy. Students will learn about themselves, discover the many options and opportunities for their future, and gain access to the information and tools to achieve their goals. It will assist students in clarifying their interests, values and skills, leading to an exploration of possible post-secondary options or career pathways.

March 2 Success®: *March 2 Success®* is a free online test preparation tool developed by the United States Army that helps students prepare for state assessments and college/career and military placement exams like SAT, ACT and ASVAB.

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[37] Reading instruction is required for all middle school students in grades 6-8.

[38] Students are eligible to waive the physical education requirement if they meet any of the following criteria:

1. The student is enrolled in an intensive instruction course.
2. The student's parent indicates in writing to the school that:
    a. The parent requests that the student enroll in another course from among those courses offered as options by the school district; or
    b. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

[39] The School recognizes the importance of comprehensive health education and requires its implementation in the regular curriculum.

[40] All students will participate in daily Personal/Social lessons which are designed to improve the social, emotional, and academic skills of students and strengthen relationships between students and teachers as well as among students. The curriculum also includes lessons on personal financial management and career readiness.

Federal Deposit Insurance Corporation (FDIC) Money Smart: FDIC Money Smart is a comprehensive financial education curriculum designed to help low- and moderate-income individuals enhance their financial skills. Research shows that the curriculum can positively influence how students manage their finances in the short and long-term.

(5) Career and Technical Education (CTE) and Dual Enrollment

In accordance with s. 1003.4282, F.S. Career and Technical Education Graduation Pathway Option the school plans to provide opportunities for postsecondary readiness and industry certifications for its students by providing engaging career and technical education courses aligned with the FLDOE CTE framework. A study by Hanover Research (2019) links high school career academies with a variety of highly desirable outcomes, including truancy and dropout prevention, increases in credits earned, enhanced student achievement, and improvements in local labor markets. CTE courses have also been shown to motivate students who are otherwise unengaged in the education process, helping them to garner and hone skills in reading, writing, and mathematics, as well as develop their ability to apply critical thinking in real-world situations. Offering a CTE program as part of the school's curriculum is the first step in reducing dropout rates and spurring academic progress.

To promote student success, the instructional model will focus on each student's individual needs using a blended learning approach that combines direct, face-to-face, small and large group, individual, and technology-enhanced instruction. The school's CTE program is designed to be engaging and inspirational, and to provide students with ample opportunity for hands-on learning. It will also equip students with career-specific skills and opens pathways to employment as well as post-secondary education and training. The school's unique CTE courseware utilizes cutting-edge virtual reality (VR) and real-world simulations which, by their very nature, connect with and help motivate students on a personal level. These courses and the interactive technologies they feature also make it possible for students to earn industry credentials prior to graduation. Industry credentials provide significant value to job placement and professional advancement beyond high school for many post-secondary pathways. The CTE program educates students in trade-specific theory, equips them with valuable certifications, and through partnerships with leading organizations like HBI and YouthBuild, provides job placement and relevant work experience.

CTE Curriculum and Instruction

The school's CTE program will emphasize a blended format featuring online learning, certification preparation, and relevant work experience. The CTE courseware offerings make it possible for students to fulfill state requirements for a high school diploma while also earning certifications, licensing, and apprenticeship opportunities. Students engaging in these courses will graduate prepared to enter the workforce or continue on with post-secondary education or training.

Using the school's CTE courseware, students also have access to certified industry experts who provide blended instruction and comprehensive support virtually while on-site Advisory Teachers serve as physical proctors and supports within the classroom All of the competency-based course lessons are delivered using engaging videos and interactive simulations created with VR technology. Realistic images, sounds, and even physical sensations are generated in a virtual environment, allowing learners to participate in performance-based tasks as if they are on the work-site. The simulations offer practice runs at techniques, skills, and concepts aligned to industry performance certification exams. Students access and engage in these courses using a standard laptop, computer, or VR headset. In addition, industry-certified partners come to the school periodically to deliver specialized workshops and face-to-face instruction.

Finally, the school will build partnerships with certification agencies, trades organizations, career placement centers, and employers to provide our students with industry-specific training and job placement. This approach is consistent with and furthers the mission of helping at-risk students graduate from high school duly prepared for post-secondary success.

Key Performance Indicators

The school will establish several key performance indicators as a means for evaluating both student progress and the success of the CTE program. These include:

- **Pacing**: Assuring students are staying on task in their courses
- **Progress**: Reviewing student completion of work as compared to the total number of assignments and requirements in a course
- **Performance**: Evaluating student mastery of content through course grading
- **Certifications**: Qualifying students with industry-based certifications
- **Placement**: Positioning students and graduates in apprenticeships, internships, career mentoring, and full-time employment

Expected Program Outcomes

The CTE program is an effective dropout prevention strategy that can lead to a variety of positive student and school outcomes, such as increases in attendance, credits earned, and graduation rates. Most of all, this program will help motivate our students to graduate with a career or college pathway and better prepare them for post-secondary success.

Students who take advantage of these CTE opportunities can graduate with high school diplomas, industry credentials, and college credits. Students may choose to participate in career dual enrollment for courses that will lead to an industry certification. The school will collaborate with local colleges and universities to establish MOUs for dual enrollment opportunities for eligible and interested students for both industry certification opportunities and/or degree seeking opportunities.

One of the national credentialing agencies the school plans to use is National Occupational Competency Testing Institute (NOCTI). NOCTI's Job Ready assessments have been designed and developed for assessing entry-level knowledge and performance. The NOCTI assessments are based on industry standards, are valid and reliable, and are intended to assist in making informed decisions to support high-quality educational programs. Students who meet the benchmark on the NOCTI assessments will be eligible for industry certification and college credit.

As part of providing students with a pathway to industry certification, the school will prepare students for the associated certification exams using Certify-ED competency-based courses.[41] The Certify-ED courses provide students with a curriculum that includes practice assessments and performance-based tasks aligned to the FLDOE CTE framework. Engaging lessons, assessments, and performance-based tasks prepare students for a variety of certifications including: the FAA Remote Pilot's Certificate, ServSafe certifications, Home Builders Institute (HBI) PACT Core certification, as well as a variety of certifications which may be earned through passing NOCTI exams (i.e. Medical Assistant, Nursing Assistant, Welding, Culinary Arts, Criminal Justice, and Carpentry, etc.). The high-quality online curriculum is designed by industry experts using cutting

[41] https://www.w3award.com/winners/gallery/?award=4&event=1031&id=221445

edge technology to assess knowledge and skills using FLDOE CTE Frameworks and work-based industry standards. The Board and school administrators will continually assess CTE curriculum choices for students to ensure these planned options are the best options for our students.

4.B. IF THE CURRICULUM IS FULLY DEVELOPED, SUMMARIZE CURRICULAR CHOICES (E.G. TEXTBOOKS) BY CORE SUBJECT AND THE RATIONALE FOR EACH. INCLUDE AS ATTACHMENT C, A SAMPLE COURSE SCOPE AND SEQUENCE FOR EACH CORE SUBJECT FOR EACH DIVISION (ELEMENTARY, MIDDLE, AND HIGH SCHOOL) THE SCHOOL WOULD SERVE.

Edmentum offers fully developed curriculum offerings, including a wide variety of courses that will be delivered through a secure network using the blended learning flex model of instruction. A sample course listing and sample scope and sequences are included in Attachment C.

- **PROVIDE EVIDENCE THAT READING IS A PRIMARY FOCUS OF THE SCHOOL AND THAT THERE IS A RESEARCH-BASED CURRICULUM AND SET OF STRATEGIES FOR STUDENTS WHO ARE READING AT GRADE LEVEL OR HIGHER AND, INDEPENDENTLY, A CURRICULUM AND STRATEGY FOR STUDENTS READING BELOW GRADE LEVEL. READING INSTRUCTIONAL STRATEGIES FOR FOUNDATIONAL SKILLS SHALL INCLUDE PHONICS INSTRUCTION FOR DECODING AND ENCODING AS THE PRIMARY INSTRUCTIONAL STRATEGY FOR WORD READING. INSTRUCTIONAL STRATEGIES MAY NOT EMPLOY THE THREE-CUEING SYSTEM MODEL OF READING OR VISUAL MEMORY AS A BASIS FOR TEACHING WORD READING. INCLUDE THE SCHOOL'S READING CURRICULUM AS ATTACHMENT D.**

In accordance with Rule 6A-6.053, F.A.C., the School's Comprehensive Evidence-Based Reading Plan ensures that:

- School leadership is guiding and supporting reading;
- The analysis of data drives all decision-making;
- Intensive reading interventions will be delivered by a teacher who is certified or endorsed in reading;
- Measurable student achievement goals are established and clearly described; and
- Evidence-based instructional materials comply with section 1011.67(2), F.S.; and Supplemental instructional materials comply with section 1001.215(8), F.S.

The school's reading instruction will align with Florida's Revised Formula for Success, 6 + 4 + T1 +T2 + T3, which includes the following:

- **Six components of reading:** oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;
- **Four types of classroom assessments:** screening, progress monitoring/formative assessment, diagnosis, and summative assessment;
- **Core instruction (Tier 1):** is standards-aligned; includes accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; provides print-rich explicit and systematic, scaffolded, and differentiated instruction; builds background and content knowledge; incorporates writing in response to reading; and incorporates the principles of Universal Design for Learning as defined in 34 C.F.R. 200.2(b)(2)(ii);

- **Immediate intervention (Tier 2):** is standards-aligned; includes accommodations for students with a disability, students with an IEP, and students who are English language learners; provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted skill(s) and receive feedback; and occurs in addition to core instruction; and
- **Immediate intensive intervention (Tier 3):** is provided to students identified as having a substantial deficiency in reading; is standards-aligned; includes accommodations for students with a disability, students with an IEP, and students who are English language learners; provides explicit, systematic, individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback, and frequent progress monitoring; and occurs in addition to core instruction and Tier 2 interventions. In accordance with Section 1008.25(4)(c), F.S., students identified with a substantial reading deficiency must be covered by a federally required student plan, such as an IEP or an individualized progress monitoring plan and receive intensive interventions from teachers who are certified or endorsed in reading.

The School's educational program will utilize reading curriculum that is appropriate for students at all levels from enrichment to remediation. All students will be enrolled in a reading course and participate in a daily reading block where they receive direct instruction from a certified reading teacher along with practice and application through a digital curriculum. The School will focus on mastery of the B.E.S.T. Standards and adhere to the specifications set forth by, and take full advantage of, the myriad of resources available through the Just Read, Florida! initiative.

Upon entering the School, students will take an adaptive reading assessment to determine their current reading comprehension levels. The *Reading Plus*® curriculum then delivers programming based on the skills and individual performance of each student providing scaffolds and increased instruction when students struggle and increasing levels of instruction and rigor as students progress. The program advances through to college and career level reading. After successful completion of the *Reading Plus*® diagnostic assessment, students will be enrolled in an Intensive Reading course.

During New Student Orientation, students will receive explicit instruction on a set of content area reading strategies that are best suited for a technology-enhanced learning environment. These specific strategies will include, but are not limited to, the following: SQ4R (survey, question, read, record, recite, review), Two Column Notes, and 1-2-3 Power Notes or Cornell Note Taking. Students will be required to use these strategies and keep an organized notebook for all coursework. Teachers will receive professional development on content area reading strategies and provide guidance and monitoring of the use of these strategies.

The School will employ no less than one full-time reading teacher who is certified in reading or is a certified teacher with a reading endorsement. The reading teacher(s) will play a lead role in ensuring effective delivery of the *Reading Plus*® program, implementation of direct instruction push-in and pull-out interventions, and oversite of reading instruction across content areas.

The School's curriculum options will address a comprehensive array of reading skills at different levels. By combining various research-based curriculum options, the School will provide the building blocks for systematic and explicit teaching of reading skill and strategies, while offering courses that target a

wide array of skill levels necessary to accommodate all students. School administrators and staff will ensure that students are receiving the appropriate reading intervention, and that the reading curriculum is implemented with fidelity.

(1) Students Reading Below Grade Level

Reading instruction for students reading below grade level, including the special needs and English Language Learner (ELL) populations, will begin with a careful review of each student's data and a plan to meet each student's individual needs.

In alignment with the School's mission, students who score at Level 1 or Level 2 on the Florida Assessment of Student Thinking (FAST) ELA, or FSA and who have intervention needs in the areas of decoding and/or text reading efficiency will have designated time for reading intervention and are assigned an Intensive Reading course. Reading interventions will include explicit instruction, differentiated instruction, independent reading practice, a focus on informational text, and opportunities for accelerated achievement. Students scoring at Level 1 and 2 on the FAST ELA, or FSA will be progress monitored a minimum of three (3) times per year, which will include a baseline, midyear, and an end of the year assessment.

In addition to independent work in *Reading Plus*®, reading instruction for students performing below expected grade level will include teacher-directed interventions using evidenced-based resources including but not limited to programs like *Phonics for Reading*, *Wilson Reading,* and off-line materials within *Reading Plus*®. Additionally, reading teachers will participate in regular professional development and professional learning community (PLC) experiences to enhance their ability to teach reading most effectively for low performing students and to provide feedback for review and selection of current and future literacy curriculum.

Reading Plus® will be implemented as an intervention for all Tier I and II students to accelerate reading growth and prepare students for college boards and college level text. *Reading Plus*® is an online reading intervention system that uses adaptive technology to provide individualized, scaffolded silent reading practice for adolescent students. The program provides rapid, sustainable, and deep vocabulary, comprehension, and silent reading fluency gains. *Reading Plus*® will help to develop attention, word recognition automaticity, grade-appropriate reading rates, enhanced vocabulary, and improved reading comprehension.

Reading Plus® was chosen because of its ability to differentiate instruction and pinpoint student needs. It uses an online placement test to place students within the program in one of fourteen (14) levels. The reading levels range from elementary through college. *Reading Plus*® can remediate students who are moderately behind in reading as well as accelerate reading growth for students who are on grade level. Its usage spans from middle school through community college and because it increases silent reading fluency, vocabulary and comprehension, students also use it as an SAT/ACT and EOC preparatory program.

Phonics for Reading has been selected to strengthen the reading intervention program for the disfluent level 1 students who are independently reading below a 5th grade level. The program enhances the blended model for the most intensive/at-risk reading population in our school with an emphasis on direct instruction. It is a supplementary phonics program designed to teach phonemic decoding to students who have not yet mastered those skills and is taught in small groups or one-on-one by the

reading teacher; or following training, by an aide, tutor, advisory teacher, or volunteer. Daily lessons require 40-50 minutes to complete, or the teacher may choose to complete a lesson in two sessions.

Phonics for Reading focuses on phonics, a key component of reading instruction identified by the National Reading Panel (2000). The program's structured and direct approach aims to help students master the "print-to-speech" system of our alphabetic language. This is achieved by developing automaticity in letter-sound relationships and word reading skills.

Reading instruction will include whole group direct instruction of the standards, effective literacy strategies, academic vocabulary, evidence-based writing, and grammar along with small group instruction that is a combination of independent student work using instructional technology and small group instruction with the reading teacher that is tailored to meet the specific needs of the group.

The School will use a Multi-tiered System of Support (MTSS)[42] to match quality interventions to student needs. MTSS is a problem-solving model that integrates multi-tiered service delivery including primary, secondary, and tertiary levels of support. The primary, or first tier, is focused specifically at effective instructional delivery of the core curriculum for the majority of students. Special needs and ELL students achieving at grade level should meet grade level norms within the School's curriculum with teacher and reading strategy support.

Of particular priority is detecting reading difficulty at the very start of the student's enrollment at our school. In an attempt to intervene early, if students are not performing proficient on the most recent state test and/or perform at or below an established level on the GAIN assessment during New Student Orientation, an immediate screening of a word list and fluency measure will be administered to determine grade level equivalencies prior to students receiving coursework and intensive intervention in a content area.

Another incredibly important research-based strategy for the struggling reader is learning and implementing organization and study skills. There is a direct relationship between a student's ability to organize content information, take ample notes, and be successful in school. Students will receive thorough instruction in notebook organization and note taking requirements and skills. Students will be taught to set up notebooks with Key Terms, Organized Notes, and Study Sheets. In order to be an efficient and effective student at our School, student materials that will be provided must include notebooks, pen or pencil, highlighter and headphones. The note taking structures that are best utilized in a technology-enhanced environment include: SQ4R; 1-2-3 Power Notes or Cornell Note taking; and Two Column notes.

Interventions will also include teaching students how to research and become independent learners. Both offline and online materials/tools will be made available to support students as they develop self-reliant learning behaviors. The School will supply each classroom with resources for students to access additional information or reinforce learned concepts. These may include but are not limited to the following:

- Adopted core curriculum textbooks
- Dictionaries
- English: No Fear Shakespeare book series
- Online research sites are available as icons on selected research workstations

[42] MTSS Implementation Components, http://www.florida-rti.org/educatorResources/MTSS_Book_ImplComp_012612.pdf

Teachers and the Family Support Specialist will be notified of the intensive intervention a student might require. Student profile data will be housed in an internal electronic data management information system (MIS) designed to monitor progress.

Reading interventions for students with disabilities will be determined by the student's Individual Educational Plan (IEP) team and documented on the student's IEP.

Wilson Reading is an intensive Tier 3 research-based program, with unique characteristics, that fully supports students who have not internalized the sound-symbol system for reading and spelling and have word-level deficits who are not making sufficient progress through their current intervention; have been unable to learn with other teaching strategies and require multisensory language instruction; or who require more intensive structured literacy instruction due to a language-based learning disability or ELL students with limited vocabulary.

The *Wilson Reading* program was selected to support those students who need a highly structured literacy program based on phonological-coding research and Orton-Gillingham principles. *Wilson Reading* directly and systematically teaches the structure of the English language. Students learn fluent decoding and encoding skills to the level of mastery and receive instruction in:

- Word structure (in depth) for automatic decoding and spelling
- Word recognition and spelling of high frequency words, including irregular words
- Vocabulary, word understanding, and word-learning skills
- Sentence-level text reading with ease, expression, and understanding
- Listening comprehension with age-appropriate narrative and informational text
- Reading comprehension with narrative and expository text of increasing levels of difficulty
- Organization of information for oral or written expression
- Proofreading skills
- Self-monitoring for word recognition accuracy and comprehension

Lessons are delivered in a small group setting for approximately 40-50 minutes daily. Teachers follow a ten-part lesson plan that addresses the following in a sensible and logical fashion: decoding, morphology and the study of word elements, encoding and orthography (internalizing the rules that govern English), high frequency word instruction, oral reading fluency, vocabulary, and comprehension. There are 12 Steps, not corresponding to school grade levels, that are further divided into 52 incremental sub-steps, each building upon the previous one. Requiring the mastery of each sub-step before progressing to the next one makes the demands of the subsequent sub-step manageable and achievable. This provides a systematic and cumulative approach to teaching total word structure for reading and spelling and includes an extensive collection of controlled and readable text (wordlists, sentences, stories).

Reading is the convergence of five critical components: phonemic awareness and phonics, fluency, vocabulary, and comprehension. Recent scientific evidence reveals that teaching students to read requires instruction in all of these areas (Stuebing, Barth, Cirino, Francis, & Fletcher, 2008). In fact, they are specified as critical foundational reading skills in states' college- and career-readiness standards, the National Reading Panel report (National Institute of Child Health and Human

Development, 2000), and a review of research on adult and adolescent literacy instruction by the National Institute for Literacy (Kruidenier, MacArthur, & Wrigley, 2010).

The ultimate goal is for students to be successful in reading comprehension. Research has found that the ability to decode words is a prerequisite for reading comprehension. Therefore, for students who need practice with decoding, including ELL students targeted, systematic phonics instruction is essential (Torgesen et al, 2007). Furthermore, as with all students, ELL students need instruction in word learning, comprehension strategies, and academic language in order to comprehend text (Torgesen, et al., 2007).

(2) Students Reading At or Above Grade Level

Students scoring satisfactory and above on the state assessments will also receive reading instruction. As mentioned above, all students will be enrolled in a reading course and participate in a daily reading block. The instructional focus for students reading at or above grade level will be vocabulary and comprehension strategies that prepare the students for rigorous college coursework. While they read, students will connect the new knowledge with prior knowledge and verify their predictions. Teachers will model active reading comprehension strategies for the students. After students have finished reading, they will learn to summarize and organize what they have learned. The School's teachers will receive professional development in scientifically-based reading research through participation in the District's reading endorsement classes, if available, as well as other reading trainings and professional learning communities organized by the ESP and through the Just Read. Florida! Office.

(3) Reading Program Summary

The School will ensure that there is an ongoing and primary commitment to improving reading and writing skills so that students meet the B.E.S.T. Standards. Through high quality and well vetting curriculum and evidence-based teaching strategies, the School will strive to achieve the goals outlined by Florida's Just Read, Florida! reading initiative. Furthermore, the School will base its reading instruction framework at all times on the current and relevant research findings by the National Reading Panel (NRP), International Reading Association, the National Council of Teachers of English (NCTE), and the National Assessment of Educational Progress (NAEP).

4.C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

The School does not plan to adopt or develop additional academic standards beyond those mandated by the state.

4.D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

The School's primary curricula have been selected based the quality of the programs and evidence of effectiveness with our target population. All of these curricula have documented evidence demonstrating student success as elucidated below.

(1) Edmentum

Edmentum was selected as the core curriculum product because it has been recognized by the National Dropout Prevention Center as a comprehensive dropout prevention, intervention, and recovery/re-entry program with promising results.

Edmentum has used sound research to guide the development of its curriculum. Using the most recent research on acquiring knowledge and thinking skills, characteristics of learners, and assessment and feedback, the Edmentum curriculum effectively provides students with access to both the content and tools needed to be successful learners.[43] For example,

> …the learning sciences offer a time-tested base of research and practice on how people learn and how to design instruction so that students build knowledge modeled on the characteristics of expert knowledge. Second, students learn more when information in multiple media is presented to them in ways that reduce unnecessary cognitive effort, facilitate processing of essential information, and maximize processing potential. These knowledge-centered elements contribute to learning with understanding and the goal of adaptive expertise (Moore & Baer, p. 6).

In response, Edmentum has designed lessons that engage students in challenging activities that increase in depth and are supported by many examples that allow students to use and apply factual knowledge. As students work, a variety of instructional strategies such as predictions, advance organizers, and questions elicit prior knowledge upon which to build new knowledge. Further, multimedia presentations of information pique students' interest and lead to deeper understandings.

The effectiveness of Edmentum (Edmentum with a portfolio of products that includes Apex Learning)'s research-based curriculum is evident. Recently, Empirical Education, Inc. completed two studies of the effects of Edmentum curriculum on students at a charter high school in Ohio. One study sought to answer the following questions, "(1) What are the determinants of achievement and dynamics of growth for students using Edmentum courses in [drop out and prevention programs]? (2) How is student growth or achievement on math, science, or ELA assessments related to the students' quality of work metrics that the Edmentum system tracks?" (p. 1).[44] Researchers found that "…increased time spent in Edmentum courses is associated with higher assessment scores…" (p. 1) and there is a "…positive relationship between Edmentum digital curriculum usage and performance on math, science, or ELA assessments" (p. 3).

Evidence from around the country also points to success with the Edmentum (Edmentum with a portfolio of products that includes Apex Learning) curriculum. St. Mary's County Public Schools are located in Leonardtown, Maryland, and serve 17,450 students in 27 schools, including the county's first public charter school. In 2012, Great Mills High School in St. Mary's County Public Schools increased its four-year adjusted cohort graduation rate by six (6) percentage points in one year, from 76% in 2011 to 82% in 2012. Superintendent Dr. Michael Martirano attributed much of the increase to the school using Edmentum® digital curriculum in a new blended learning program.[45]

A 2018 Third-Party Study of the Effects of Apex Learning (Edmentum is a portfolio of products that includes Apex Learning) on School and Student Outcomes completed by Hanover Research indicated that the use of Apex Learning Courses had a positive impact on alternative school

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[43] Moore, A. & Baer, T. (2010) Research put into practice: Apex learning curriculum and pedagogy. Seattle, WA: Apex Learning.

[44] Empirical Education, Inc. (2012). Ohio life skills centers: A study of Apex Learning and student achievement. Palo Alto, CA: Empirical Education, Inc.

[45] http://www.apexlearning.com/Company/News/Great_Mills_High_School_Increases_Graduation_Rate.htm

accountability ratings and student achievement. The results found that: Eighty-six percent (85.7%) of ALS managed schools received a "Commendable" school improvement rating compared to 7.86% of non-ALS managed alternative charter schools that did not use APEX. Students in ALS schools achieved higher academic growth than students in non-ALS alternative charter schools that do not use Apex Learning Courses in English language arts and mathematics. Students in ALS schools achieved higher academic growth than students in non-ALS alternative charter schools in Florida that did not use Apex Learning curriculum, particularly in math. ALS schools also had better school improvement ratings (SIRs) than those non-ALS schools.[46]

(2) *Reading Plus®*

Reading Plus® has one of the most extensive documentations of the effectiveness of its technology-delivered reading improvement techniques, especially in the area of silent reading fluency development. Beyond the pedagogical considerations observed in *Reading Plus®*, there is an array of studies dating back to the 1930s, when Earl A. Taylor initiated the first reading instrument training technique to develop fluency in silent reading. The studies continued through the 1960s and into the 1980s with the introduction of the Controlled Reader, Guided Reader, Tach-X, and Tach-Mate tachistoscopes by Stanford E. Taylor.

Taylor Associates studied the records of over 300 schools and the reports on 65,000 students during the school years of 2005-2007, facilitating the creation of *Reading Plus®* 3.6, which contains an automated system of instruction, provisions for scaffolding of instruction to best accommodate individual student needs, ongoing formative and summative assignments, as well as many motivational measures that will maximize student progress toward developing reading proficiency.

Numerous studies conducted with *Reading Plus®* demonstrate the system's effectiveness in developing reading proficiency in elementary, middle school, and high school students. A study involving more than 28,000 students supported the following outcomes:

- *Reading Plus®* significantly improved reading scores in middle school and high school students regardless of student ethnicity or sub-population.
- A direct correlation was observed between the number of *Reading Plus®* lessons completed and gains achieved.
- Participating Exceptional Student Education (ESE) students (both non-gifted and gifted) made significantly greater gains compared to non-participating students.
- Participating English Language Learner (ELL) students made significantly greater gains compared to non-participating students.

Prescott High School in Prescott, AZ, is one of nine schools involved in the longitudinal component of the national research project being conducted by Dr. John Shelley-Tremblay of the University of South Alabama (2007). This portion of the study includes students ranging from Grade 9 through Grade 11. Over 70% of the students reported on thus far exceeded the expected Lexile growth for the period covered in this lay analysis, with the vast majority doubling and tripling the expected increase. The expected increase for the period is approximately 44 Lexile points; the average increase among the students reviewed was 105 Lexile points. Lexile points are equal-unit measures and, therefore, can be used for comparison. Within the *Reading Plus®* programs, the students increased their Guided Reading™ rate by an average of 115 words per minute while maintaining reasonable comprehension. The students also increased how efficiently they read overall.

[46] https://cdn.apexlearning.com/al/als-efficacy-study.pdf

A collaborative study[47] was conducted between August 2003 and December 2003 and involved 82 students in the ninth and tenth grades who were defined as struggling readers. Forty-four treatment-group students were assigned to *Reading Plus*® and Lexia S.O.S. programs (average time 541.6 minutes), and thirty-eight control-group students were assigned to intervention reading classes (average time 747.4 minutes). Pre- and post-tests used to determine student gains were from the Gates MacGinitie Reading Test, Lexia Comprehension Reading Test, Visagraph Reading Rate Grade Level Equivalent (GLE), and Visagraph Reading Rate with Comprehension.

While the control group showed no significant gains on the Gates Test, the treatment group made statistically significant gains ($p<.05$) from pre-test scores of 22.5 to post-test scores of 25.8. Although both groups showed improvement at the significant level on the Lexia Test, the treatment group having access to *Reading Plus*® made significant gains on the Visagraph GLE (5.1 to 6.5) and Reading Rate (168.4 to 182), while the control group made no measurable gain.

A study conducted at a high school in California also showed positive results. A total of 182 high school students from Golden West High School in Visalia, CA, participated as part of a national study evaluating the effectiveness of *Reading Plus*®[48]. Those in the treatment group considered in the final analysis received at least 40 sessions of *Reading Plus*®, which included PAVE™, Word Memory™, Cloze Plus™, Reading Around Words™, and Comprehension Power™, and at least 30 lessons in Guided Reading™. The control group used a literature book by McDougal Littell and both groups spent equal time in reading instruction.

The results show that the treatment-group students, who were shown to be low achievers, made a significant improvement in reading ($p=.012$) over the control group after pre- and post-testing on the Gates-MacGinitie Reading Tests. The treatment group also showed substantial improvement in visual/functional and perceptual skills after pre- and post-testing with the Visagraph®, with an average two-year grade-level gain and fewer fixations and regressions. Reading rate was also shown to have substantially increased in both Visagraph® recordings and in Part B of Guided Reading™. The control group's gain was slight, with an average half-year grade-level gain and little improvement in reading rate, fixations, and regressions.

(3) *Phonics for Reading*

Phonics for Reading is a research-based program that reflects the findings of the major national documents on reading, including Becoming a Nation of Readers (Anderson et al., 1985), Preventing Reading Difficulties in Young Children (Snow et al., 1998), and the National Reading Panel Report (2000), which summarized research on numerous topics, including phonemic awareness, phonics, fluency, and comprehension. In addition to these reports, the design of Phonics for Reading was informed by the research on beginning reading (Honig, Diamond, and Gutlohn, 2008), the research on reading interventions for older, struggling readers (Archer, Gleason, and Vachon, 2003), the research on explicit instruction (Archer and Hughes, 2011), and the research on literacy and cultural diversity (Morrow, Rueda, and Lapp, 2009).

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[47] Maycumber, Evelyn, M. Reading Plus® Research Study at Dixie High School in Cross City, FL, 2003-2004. Unpublished study conducted by North East Florida Educational Consortium's Foundation for Rural Excellence (NEFEC) and Educational Learning Systems, Inc. Cited by Florida Center for Reading Research in review of Reading Plus®, www.fcrr.org, January 2006

[48] Shelley-Tremblay, John, & Authelet, Ann. "Reading Plus® National Research Project; Golden West High School Study Overview 2005-2006." Preliminary report of a controlled study involving high school students, March 2007 cited in Taylor and Associates (2009). Reading plus: Response to intervention. Huntington Station, NY: Taylor and Associates/Communications, Inc.

(4) *March 2 Success* (M2S)

March 2 Success® is an online test preparation tool that will help students prepare for standardized tests through the use of online study materials and practice tests, and at the same time improve math, language arts and science skills. A study of the effectiveness of *March 2 Success* was completed in Broward County, Florida (2009) and included 163 students. This study focused on the High School Prep module, coursework, specifically Math General Principles (GP), which leads to success in 9th and 10th grade courses. The data clearly showed that:

- Users of the M2S High School Prep course had a statistically significant increase in GP Math scores. (The difference in mean scores could not be attributed to random or chance effects)
- Users with lower initial Math GP scores had the most significant increase.
- 9th grade students had the greatest percent increase in Math GP scores.

(5) *MindSage*

The focus of the *MindSage* curriculum is to prepare students for the workplace and life. The topics covered in the curriculum include some of the top 20 most important or vital skills that employers and hiring managers look for in employees. Topics include but are not limited to: growth mindset, adaptability, determination, habits of the mind, self-directed learning, lifelong learning, emotional intelligence, planning, communication, success, and self-esteem . The *MindSage* curriculum captures the attention of students through effective small, bite sized pieces of learning content in a highly focused and engaging way called Microlearning. When students are able to maintain prolonged focus during repetitive activities, they are displaying sustained attention. Studies have shown that heavy users of technology and social media have the hardest time displaying prolonged focus. However, they do exhibit high bursts of focus for short periods of time. *MindSage* provides sustained training, and it allows students to remain focused for short periods of time. Most video lessons are 2-4 minutes in length. This brief digital learning tool is combined with 5-10 minutes of class discussion followed by a short journal assignment that students complete on their own time. In addition, the *MindSage* course spans many grade levels (from 4th to 12th grade). By asking students to continuously analyze themselves and make changes based on what they find and learn, over a sustained period of time, *MindSage* effects strong positive changes in each student.

(6) FDIC Money Smart

The Federal Deposit Insurance Corporation (FDIC) developed *Money Smart* to help young adults outside the financial mainstream build financial knowledge and develop positive relationships with financial institutions. *Money Smart*, piloted in early 2001 in the Washington, D.C., area, was distributed throughout the United States later that year.

A longitudinal study conducted by FDIC in cooperation with NeighborWorks America[49], showed that financial education changes attitudes and behaviors and can result in enhanced financial literacy (i.e., confidence about basic money management skills, confidence about personal finances and improved creditworthiness). Results also indicated that financial education results in some consumers

[49] Federal Deposit Insurance Corporation, (2007). *A LONGITUDINAL EVALUATION OF THE INTERMEDIATE-TERM IMPACT OF THE Money Smart FINANCIAL EDUCATION CURRICULUM UPON CONSUMERS' BEHAVIOR AND CONFIDENCE*. Washington, D.C.: FDIC. Retrieved from http://www.fdic.gov/bank/analytical/quarterly/2007_vol1_2/site/2007_summer01.html

establishing or strengthening relationships with financial institutions. For example, after completing the *Money Smart* program, results for those in this study who completed this curriculum showed that:

- 43 percent without a checking account opened a checking account;
- 37 percent without a savings account opened a savings account;
- 69% reported an increase in their savings; and
- 55% indicated they "always paid bills on time," up from 43% before taking the course.

(7) *Kuder* Education and Career Planning System

Kuder is powered by a suite of age-appropriate free online planning tools that are internationally recognized and specialize in research-based assessments. The online tools help students create a personalized plan that puts them on track for professional success. Research-based assessments are aligned to career clusters and occupational pathways to help students match their interests, skills and work values with potential jobs/careers. An extensive catalog of careers provides essential information about occupations, including educational requirements, salary, and job outlook.

4.E. Describe proposed curriculum areas to be included other than the core academic areas.

The School will offer all required instruction for middle school promotion and high school graduation as defined by Section 1003.428 and 1003.4282, F.S. This will include a minimum number of hours of instruction in health education and substance abuse prevention appropriate for each grade level (9-12) for students selecting the 24-credit graduation option. In addition, the school will provide required instruction on teen dating violence and abuse as required by Section 1006.148, F.S., The health education curriculum for students in grades 9 through 12 shall include a teen dating violence and abuse component that includes, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

Electives will include both on-line and classroom opportunities. As illustrated in the Course Offerings list, the School will provide a number of elective courses that include, but are not limited to CTE, Fine Arts/Performing Arts electives with Music Appreciation, Art Appreciation. Additional electives such as Creative Writing, Geography, Multicultural Studies, Psychology, Sociology and College/Career Preparation will be provided as well.

The School's curriculum and instructional strategies are designed to meet the needs of all our students and provide a rigorous and relevant curriculum that is technology-enhanced, mastery-based, and individualized for success.

4.F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

As a dropout prevention and recovery school, all students in the target population are expected to enroll at high risk of not meeting academic requirements and/or of dropping out of school. Every element of our instructional and support model is designed to respond to the unique needs of this student population. Through an individualized program and a clearly defined multi-tiered system of supports, this model has proven highly successful in helping students reach academic success and stay engaged in school.

(1) Individualized Program

The School's academic program is highly personalized so that students' needs are met and all are provided with the opportunity to realize their full potential. This individual approach begins at the very beginning of each student's enrollment when a baseline academic assessment will be administered using the General Assessment of Instructional Needs (GAIN). This will allow staff at the School to immediately identify each student's strengths and needs. An Individual Success Plan (ISP) will be developed for each student laying out the courses and exams needed for middle school promotion/high school graduation. New students' transcripts will be obtained from the student's last school attended and reviewed by teachers and/or administrators for input into each ISP. This information is also projected to each student in their individual MY SUCCESS® Dashboard which serves as a daily road map allowing students to see their ISP progress in real time.

In this individualized program, each student may progress at an appropriate pace based on his/her individual learning needs. Using a combination of direct instruction, instructional software aligned to the Florida Standards, and supplemental materials, the curriculum will have the breadth and depth to meet the needs of the student population and provide students with the required courses to succeed on the EOCs and/or other state assessments and comply with state middle school promotion requirements or graduation requirements to earn a high school diploma.

In addition to direct instruction, the instructional software courses incorporate three types of flexible instruction: multiple methods of content presentation, multiple modes of student expression, and multiple ways to engage students, all of which are addressed in the software.

Additionally, multiple course pathways will make it possible to provide the right level of instruction to meet the unique needs of each student. Foundations courses will provide structured remediation focused on developing reading, writing, and math skills and strategies. Other levels of courseware include Core, Honors, and Advanced Placement. Core courses are standards-based general studies courses that meet the needs of a range of students as they endeavor to master rigorous content and complete courses for middle school promotion or earn credits toward high school graduation. While Core courses assume readiness for grade-level academic challenges, they also include targeted scaffolding and other literacy enhancement strategies built into each course for students who benefit from additional learning support. Each semester course offers 70–90 hours of interactive direct instruction, guided practice, and integrated formative, summative, and diagnostic assessment.

Targeted face-to-face direct instruction sessions will be conducted, as needed, to assist struggling students. These sessions will be targeted towards students' individual needs to include test taking skills preparation, foundational skill improvement, and additional reading, math, social studies, and science instruction.

(2) Multi-tiered System of Support (MTSS)

The School will use a Multi-Tiered System of Support (MTSS) model to match quality interventions to student needs. MTSS may be described as the use of a problem-solving process to address the academic and behavioral needs of all students through a multi-tiered continuum of services that provide: (1) high-quality instruction and scientific, researched-based, three-tiered intervention strategies aligned with individual student need; (2) frequent monitoring of student progress to make results-based academic or behavioral decisions; (3) data-based school improvement; and (4) the application of student response data to important educational decisions (such as those regarding

course placement, intervention, curriculum and instructional goals, and instructional methodologies)[50]. MTSS includes elements common to many data-based problem-solving models including Response to Intervention (RtI), Positive Behavior Support (PBS), etc.

Academic and behavioral approaches will focus on evidence-based practices. The selection of practices (e.g., planning and implementing interventions) for each student will be based on the following:

- A short list of critical priorities identified by the School
- A limit of only one or two major adoptions at a time
- Strategies that have been proven effective in addressing the desired outcomes
- The ability to monitor progress of implementation[51]

Three tiers define the interventions for the MTSS process. These tiers include increasing levels of intervention intensity.

- Tier 1 Intervention: Instruction for all students, prevention, and differentiation
- Tier 2 Interventions: Targeted interventions for students at-risk
- Tier 3 Interventions: Planned/Intense interventions for students with intensive needs

The School's MTSS team members will include but are not limited to the following: 1) classroom teacher, 2) administrator, 3) reading teacher, 4) special education teacher, 5) career coach, and 6) family support specialist. The team will be responsible for ensuring that interventions and instructional resources are matched to students' needs. The team will use the following process:

1. Define the problem.
2. Analyze the problem using available data.
3. Develop and implement a plan that includes one or more performance goals for the student.
4. Measure the student's response to the intervention by using data from progress monitoring.
5. Continue or adjust the intervention based on the student's response and progress.

The main goal of MTSS academic intervention will be to identify students who are struggling academically and to help them learn the skills needed to succeed. Academic MTSS systems identify goals, a core academic curriculum, and organizational structures or strategies to enhance academic instruction.

[1] Tier I Interventions

The implementation of additional instructional programs will be driven by the Response to Intervention (RtI) process. It is likely that the majority of students served at the School will require at least Tier I interventions. General Tier I strategies will include:

o Delivering a Florida B.E.S.T Standards aligned curriculum
o Differentiated instruction
o Front-load learning to increase student success
o Explicit instruction and support in study and learning strategies

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[50] Florida Department of Education. (2011). *Guiding Tools for Instructional Problem Solving (GTIPS).* Tallahassee, Florida: Florida Department of Education.

[51] Horner, R. H., Sugai, G., Todd, A. W., & Lewis-Palmer, T. (2005). School-wide positive behavior support. In L. Bambara & L. Kern (Eds.), *Individualized supports for students with problem behaviors: Designing positive behavior plans* (pp. 359–390). New York: Guilford Press. Accessed from http://www.rtinetwork.org/learn/behavior/integrating-behavior-and-academic-supports-general-overview

The School recognizes that students will enroll with varying background knowledge, readiness, language, and preferences in learning and interests, and it is the School's responsibility to respond appropriately to their differences. Differentiated instruction is a process to approach teaching and learning for students of differing abilities in the same class. The intent of differentiating instruction is to maximize each student's growth and individual success by meeting each student where he or she is and assisting with his/her individual learning process and needs. The school will use the technology and digital curriculum described in this application to facilitate differentiated instruction and 1:1 support through the assignment of computers to each student. Research by Bebell and O'Dwyer (2010)[52] found that

> …participation in the 1:1 programs described was associated with increased student and teacher technology use, increased student engagement and interest level, and modest increases in student achievement. With regard to student achievement, positive increases were observed more frequently within the ELA domain than in mathematics…. (p. 11-12).

Several key elements will guide the differentiation of the School's curriculum:

Goals	Strategies
Meet the individual needs of each student	o Establish existing knowledge and skills o Establish learning style o Provide multiple entry points into courses based on the School's flexible schedule
Support each student to reach his/her learning potential	o Provide the appropriate mix of learning scaffolds and challenging activities and projects o Provide a variety of innovative instructional methods in a blended learning model o Provide a variety of rigorous and relevant curricula o Provide appropriate, research-based interventions and strategies for struggling learners o Engage and motivate students
Differentiate the Instructional design of the program	o Direct instruction blended with technology-enhanced instruction o Scaffolding o Guided inquiry and direct instruction o Practice and application exercises o Interactive exercises and self-checks o Multi-media tools o Offline support materials o Formative, summative, and diagnostic assessments to monitor progress
Differentiated Instruction within instructional software	o Purposeful use of media including visual and audio support o Built-in supports and extension activities (e.g., online help with vocabulary and text-to-speech support) o Offline activities o Mastery based
Ongoing progress monitoring to	o Student progress reports o Grade book reports o Course activity reports

[52] Bebell, D. & O'Dwyer, L.M. (2010). Educational Outcomes and Research from 1:1 Computing Settings. *Journal of Technology, Learning, and Assessment, 9*(1). Retrieved [date] from http://www.jtla.org.

Goals	Strategies
inform instruction	o Assessment item analysis reports o MySuccess Dashboard with reflecting real-time progress

Special interventions will include instruction on developing study skills. An incredibly important research-based strategy for the struggling student is learning and implementing organization and study skills. Students will receive thorough instruction in notebook organization and note-taking requirements and skills. Students will be taught to set up notebooks with Key Terms, Organized Notes, and Study Sheets. Student will be provided and required to use organized notebooks, pen or pencil, highlighter, and headphones. Note-taking structures will include use of the SQ4R study system; taking 1-2-3 Power Notes or Cornell Notes; and Two Column Notes.

Tier I interventions also will also include teaching students how to research and become independent learners. Both offline and online materials/tools will be made available to support students as they develop self-reliant learning behaviors. Each classroom will be provided with resources for students to access additional information or reinforce learned concepts. These resources may include but are not limited to the following:

- Adopted core curriculum textbooks
- Dictionaries
- English: No Fear Shakespeare book series
- Math: Graphing Calculators; Order of Operations Chart; Classroom math manipulative resources
- Science: Elements Charts; Cell Charts
- Social Sciences: Globes, World Maps, State/Local Maps
- Online research sites are available as icons on selected research workstations. These may include:
  - English: Brainpop; Brainpop Jr.
  - Math: Online Graphing Calculators KhanAcademy.com
  - Science: Gizmos
  - Social sciences: Hippocampus.org

[2] Tier II Interventions

When monitoring student progress through the data reporting system, any alerts on a student that may not be functioning successfully in Tier I will prompt the MTSS Team to convene to consider needed Tier II interventions. Students who are non-proficient on the state assessment and whose current level of performance is moderately below grade level on the GAIN and/or other assessments (e.g., *Reading Plus*®, Edmentum assessments, EOC, and/or other state assessment results, etc.) will be given Tier II or secondary instructional services. *Reading Plus*® will be implemented as an intervention for all Tier I and II students to accelerate reading growth and prepare students for college boards and college level text.

Additional Tier II Interventions may include but are not limited to:

- Review formative data to determine student progress and possible obstacles
- Introduce student tutors to remove possible learning blocks
- Increase scaffolds to provide an improved level of support
- Monitor Edmentum usage to ensure content and skill improvement
- Assist with notebook set-up and usage
- Provide bilingual dictionaries
- Begin small group instruction

- Increase teacher attention to the self-paced learning process
- Modify or adjust assignments or methods of instructional delivery within the curriculum
- Read assignments to students
- Provide a quiet learning environment
- Use supplemental curriculum
- Provide extra time to complete assignments
- Assign/encourage student to attend extra sessions
- Teach additional learning strategies – Organizational / Metacognitive / Work habits / Self-Management Techniques
- Monitor progress and attendance
- Check the need for social services intervention

Significant to Tier II interventions are the use of data and related data services. The following assessments will be used to further assist in the diagnosis of students that continue to exhibit difficulty with performance. Only those diagnostic assessments that are necessary will be used and the data included in the overall student profile. These screening and predictive assessments may include but are not limited to:

- State Assessments
- Benchmark assessments
- Word and passage reading fluency
- Reading comprehension
- Number sense screening
- GAIN
- *Reading Plus*®

The data from the following assessments may also be used to assist in determining difficulty that various students may be experiencing. This data will also be combined with the student's profile in an effort to gain an overall understanding of the difficulty and provide effective interventions.

- Benchmark Data
- Assessments from course software (Edmentum, math software, and *Reading Plus*®)
- Grades and Course Completion
- Comprehension Measure
- Word and Passage Reading Fluency

[3] Tier III Interventions

When difficulties persist, a more intensive approach is required. Students who are severely below grade level require intensive Tier III intervention. Students who qualify for this tier require more time, smaller groups, and greater intensity in instruction. Students who are non-proficient on state assessments and read at a 5th grade level or below on GAIN and/or other reading assessments will be further diagnosed by an oral reading fluency and word list measure to determine if they qualify for preliminary English language and reading skills.

The approach at this tier may be a combination of modified instruction, modified assessments, and/or a testing battery designed to diagnosis significant problems. The following may be used singularly or in combination to increase success:

- Assign the student to a specific support teacher most responsive to their individual needs (reading, special education/ESE, math, English, etc.)
- Increase frequency of one-on-one instruction

- Offer diagnostic assessments for learning disabilities
- Modify methods for interacting with coursework
- Use community resources
- Continue targeted pullouts
- Increase targeted assistance based on progress monitoring administered by classroom teacher or external interventionist
- *Phonics for Reading*
- *Wilson Reading*
- Match curricular materials and instructional level
- Teach additional learning strategies – Organizational / Metacognitive / Work habits
- Add intensive individual or small group instruction

Additionally, students in Tier III will be continually monitored to determine progress and impact of interventions. If there is no progress, then decisions will be made as to the appropriate services or interventions that should be provided. A teacher will be assigned to students that are classified as needing Tier III interventions. The teachers will provide intensive remediation. They will also provide direct instruction to individual or small groups of students, and will use interactive technology, instructional software, and other resources. Differentiated instruction will be designed specifically for each student and provided in pull-out sessions.

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will enable instructors to make decisions regarding next steps for each student. Careful remediation and monitoring are crucial to the success of a struggling learner.

5. STUDENT PERFORMANCE

5.A. DESCRIBE THE EXPECTED INCOMING BASELINE OF STUDENT ACADEMIC ACHIEVEMENT OF STUDENTS WHO WILL ENROLL IN THE SCHOOL. BASED UPON THE EXPECTED INCOMING BASELINE PERFORMANCE, DESCRIBE THE SCHOOL'S GOALS FOR ACADEMIC GROWTH AND IMPROVEMENT THAT STUDENTS ARE EXPECTED TO SHOW EACH YEAR AND THE RATIONALE FOR THOSE GOALS. DESCRIBE HOW THE SCHOOL'S ACADEMIC GOALS AND OBJECTIVES FOR IMPROVING STUDENT LEARNING WILL BE REVISED IF THE ACTUAL INCOMING BASELINE IS SUBSTANTIALLY DIFFERENT THAN THE EXPECTED BASELINE. DESCRIBE HOW SUCCESS WILL BE EVALUATED, AND THE DESIRED OVERALL RESULTS TO BE ATTAINED THROUGH INSTRUCTION.

As a dropout prevention and recovery school, the expected baseline achievement of students who will enroll in the school is as follows:

- Academically unsuccessful—95% reading below grade level (average 5th grade level) and 90% performing math below grade level (average 5th grade level)
- Students will have previously-earned an average of 10.6 cumulative credits, which is 13.4 credits (or more than 2 years in a traditional high school) away from meeting graduation requirements
- Middle school students are expected to have a history of one or more grade retentions at the middle school level
- Average high school GPA will be well below the 2.0 required for graduation

The goals outlined below reflect the school's intent to accelerate credits earned toward a standard high school diploma, improve the middle school promotion and high school graduation rate, improve the percent of students meeting the state graduation assessment performance standard, improve continuing enrollment rates, and improve enrollment in post-secondary options.

The School's proposed performance goals[53] are designed to align with the mission of the school and in full recognition of the expectation that the target student population will arrive significantly over age and behind grade-level; performing at the lowest levels on state exams; reading and performing math well below grade level; and likely facing a myriad of social and/or emotional factors that have impacted personal and academic success.

Proposed Goal 1: Improved Academic Skills

- Proposed: Percent of students achieving improved reading skills.
- Calculation:
  - Reading/English Language Arts: Percent of students attending for 1+ semesters who demonstrate at least one year of reading growth compared to the baseline reading level at entry, as measured by the school's reading intervention program or by a school-administered entry and follow-up assessments.
- Goal: As shown in the table below.

Reading/ English Language Arts	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
All Grades Combined	**55%**	**60%**	**65%**	**70%**	**75%**

Proposed Goal 2: Improve Grade Point Averages toward standard high school diploma

- Proposed: Improve student grades by increasing the percentage of students who, after attending the school for at least one semester, either achieve a cumulative GPA of 2.0+ or improve their GPA by at least 0.3 points.
- Calculation: The percent of included students who have achieved a cumulative GPA of at least 2.0 or have improved their cumulative GPA by at least 0.3 points.
- Goals: As shown in the following table:

Students included	Baseline	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Attended for at least a cumulative semester or more, and attended during the specified year	Yearly Baseline: Percent of included students entering the school with a 2.0 GPA or higher. (The yearly baseline adjusts for variation among enrolling students.)	Baseline + 5 percentage points	Baseline + 10 percentage points	Baseline + 15 percentage points	Baseline + 20 percentage points	Baseline + 0.75 credits per semester attended

[53] The School is willing to work with the district's accountability department to further define the goals.

Proposed Goal 3: Acceleration of credits earned toward standard high school diploma

- Proposed: Improve per semester credit earning rate for student population compared to the credit earning rate at prior schools. For example, if students entering or enrolled at the School in year 1 have earned an average of 2.0 credits per semester at their prior high schools, then the proposed School's goal in the first year is the 2.0 credit baseline (plus) 0.5 credits (that equals) an average credit earning rate of 2.5 credits per semester per student.
- Calculation: Credits Earned = Cumulative number of credits earned at school, as of end of school year (divided by) number of student semesters attended, as of end of school year, for all students attending one or more semesters.
- Goal: As shown in table below.

Students included	Baseline	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Attending one or more semesters during the school year	Baseline: Cumulative credit earning rate per semester at prior schools for students enrolled at our school for one or more semesters. (The baseline will be recalculated each year to adjust for credit-earning variation among enrolling students.)	Baseline + 0.25 credits per semester attended	Baseline + 0.5 credits per semester attended	Baseline + 0.5 credits per semester attended	Baseline + 0.75 credits per semester attended	Baseline + 0.75 credits per semester attended

Proposed Goal 4: Increased Attendance Rate

- Proposed: Demonstrate a decrease in at-risk behaviors by increasing attendance.
- Calculation: For students attending 45+ days during an academic year, the number of attended days (divided by) number of enrolled days.
- Goal: Overall percent of attendance rate, as shown in table below.

Attendance Rate	Baseline:	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
For students attending 45+ days during the academic year	Not applicable.	60%	62%	64%	65%	65%

Proposed Goal 5: Graduation/Completion

- Proposed: At least 50% of the seniors who have accumulated 17+ credits by Survey 2 will graduate, earn a certificate of completion, continue enrollment at the school, or transfer to

another education option that is allowed under the Federal Uniform Rate (FUR) Calculations by the end of the school year.

- Calculation: Number of seniors who have accumulated 17+ credits by Survey 2 will graduate, earn a certificate of completion, continue enrollment at the school, or transfer to another education option that is allowed under the FUR Calculations by the end of the school year (divided by) Number of graduates.
- Goal: Overall, at least 50% of seniors who have accumulated 17+ credits by Survey 2 will graduate, earn a certificate of completion, continue enrollment at the school, or transfer to another education option that is allowed under the FUR Calculations by the end of the school year. The target will increase by one percentage point to 51% in year 2 of the contract and by one percentage point in each subsequent year of the charter contract until a goal of 60% is met.

Graduation/ Completion	Baseline:	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Overall	Not applicable.	50%	51%	52%	53%	54%

Proposed Goal 6: Test Participation.

Proposed: The percentage of students tested in math or ELA assessments will meet or exceed the minimum FLDOE requirement to receive an accountability rating for the year. If the minimum requirement is not met, the school will submit a plan to the district for meeting the subsequent academic year's requirement.

Proposed Goal 7: Accountability Results.

An alternative school may choose to receive a school grade or a School Improvement Rating under s. 1008.341, F.S. For charter schools that meet the definition of an alternative school pursuant to State Board of Education rule, the decision to receive a school grade is the decision of the charter school governing board. As such, the Charter School's Board of Directors will determine how the proposed school will be evaluated.

Proposed: The school shall not earn an FLDOE Alternative Education (School Improvement Rating ["SIR"]) below "Maintaining" for any two years in a four-year period. If the school does not receive at least a maintaining rating as outlined above, the school agrees to remove its principal or to develop a district-approved action plan for meeting the accountability target in the subsequent academic year.

5.B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

The following goal is in accordance with the school's mission to help at-risk students earn a standard high school diploma and prepare for post-secondary success.

Proposed Goal 8: Post-secondary plans

- Proposed: Percent of graduating students planning to attend two- and four-year postsecondary institutions, technical and trade schools or to join the military after graduation. Status based on documented student-level graduation plans and school-based senior exit surveys

- Alignment with the School's Mission: Directly aligned with … "be prepared for postsecondary success."
- Calculation: Number of graduates planning to attend two- and four-year postsecondary institutions and trade schools or to join the military after high school graduation (divided by) Number of graduates
- Goal: Overall percent of graduates with post-secondary plans to attend a 2- or 4-year college, trade school, or to join the military, as shown in table below:

Post-Secondary Plans	Baseline:	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Overall	Not applicable.	50%	55%	60%	65%	70%

It should be noted that Goals 1 through 5 listed in response to 5.A. also align with the school's mission as described below:

Goal	Alignment with School's Mission
Proposed Goal 1: Improved Academic Skills	Improved reading skills increase ability to earn credits and to pass required assessments for graduation.
Proposed Goal 2: Improve Grade Point Averages toward standard high school diploma	A minimum 2.0 GPA is required for Florida high school graduation.
Proposed Goal 3: Acceleration of credits earned toward standard high school diploma	Earning credits is required for high school graduation.
Proposed Goal 4: Increased Attendance Rate	Aligned with the mission to "…earn a high school diploma…"
Proposed Goal 5: Graduation/Completion	Alignment with the School's Mission: Directly aligned with … "help at-risk students earn a standard high school diploma and prepare for postsecondary success."

5.C. Describe the school's student grade level and course placement procedures.

The School will comply with the requirements for student placement and promotion as noted in the school district student progression plan.

(1) Grade Level Placement

Initial grade placement and subsequent grade level promotions will be made in accordance with the requirements defined by the District's Student Progression Plan.

(2) Course Placement

Section 3.B(b) outlines the School's procedures for course placement through the development and ongoing monitoring of each students' Individual Success Plan (ISP). As described in the section, courses shall be assigned based on the individual entry level skills needs and middle school promotion or high school graduation requirements needed. As students successfully complete coursework

defined by their ISP, they will meet with their Advisory Teacher and Assistant Principal to review their ISP progress and select the next course in their progression plan.

(3) Earning Credit Hours

To receive course credit, students must earn a passing average (70% or above) in the course. The Assistant Principal will verify all credits by reviewing a credit verification form, supporting documentation, and final exam performance. Course completion information will be entered in the student information system (SIS) and management information system (MIS).

(4) Calculating Grade Point Averages

Grade Point averages (GPA) will be calculated on a weighted 4.0 point scale with a .5 additional point awarded for an honors course and 1.0 additional point added for an Advanced Placement course. Class rank will be based on the weighted GPA.

(5) Promotion

Students will progress in grade levels when they meet the requirements defined by the District's Student Progression Plan. Grade level promotions shall occur at the end of each school year or mid-year if promotion requirements are met and the District Student Progression Plan allows for it.

Middle School Designation and Promotion Requirements

The School will follow the District's Progression Plan for middle school designation and promotion.

5.D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.

The School will comply with the requirements for student placement and promotion as noted in the school district's student progression plan.

5.E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

(1) Graduation Requirements

The School's students will comply with graduation requirements in s. 1003.428 and 1003.4282, F.S. The following options for high school graduation will be offered:

- 24 credit standard diploma
- 18 credit Academically Challenging Curriculum to Enhance Learning (ACCEL) option
- Career and Technical Education (CTE) Pathway
- Certificate of Completion

In addition to course and credit requirements, students must maintain an un-weighted grade point average of 2.0 and earn passing scores on state assessments as mandated by state statutes.

The School will comply with all FDOE graduation requirements, including:

- Four credits in English Language Arts (ELA) and passing 10th grade Reading ELA assessment.

- Four math credits including one credit in Algebra I and one credit in Geometry, and passing the Algebra I EOC assessment or state mathematics assessment. Industry certification courses that lead to college credit may substitute for up to two (2) math credits.
- Students enrolled in Algebra I, Geometry, Biology, and/or United States History must take the respective End of Course (EOC) exam, which will constitute thirty percent (30%) of the student's final grade.
- Three science credits that include one credit in Biology I and two (2) credits in equally rigorous courses. Two (2) of the credits must include a laboratory component.
- Three credits in Social Studies, a student must earn one credit in United States History; one credit in World History; one-half credit in economics; and one-half credit in United States Government.

For those students who choose the 18-credit ACCEL option:
- Physical education is not required
- Three (3) elective credits are required
- Online course is not required
- All other graduation requirements for a 24-credit standard diploma must be met (per section 1003.4282(3)(a)-(e), F.S.)

A student may earn Scholar Designation on their diploma if they meet the requirements for a Standard Diploma, and earn credit in Algebra II and statistics, Chemistry or physics, foreign language credits, and at least one credit in an AP, IB, AICE, or dual enrollment course and pass the Biology 1 and US History EOCs.

Students who choose the Career and Technical Education Pathway option will need to successfully complete at least 18 credits, meet the GPA requirement, complete the standard high school diploma course requirements in ELA, mathematics, science, and social studies and complete two credits in career and technical education, and complete two credits in work-based learning. The CTE courses must result in a passing industry certification exam and therefore an industry certification. A student may substitute up to two credits of electives, including one-half credit in financial literacy, for work-based learning program courses to fulfill this requirement.

A student who completes the minimum number of credits and other requirements for graduation, but who is unable to meet the state assessment requirements, shall be awarded a certificate of completion in a form prescribed by the State Board of Education. However, any student who is otherwise entitled to a certificate of completion may elect to remain in the School for up to one (1) additional year and receive special instruction designed to remedy his or her identified deficiencies.

(2) The Graduation Process

The Graduation Committee comprised of but not limited to the Principal, Assistant Principal, Career Coach, and Data Specialist on behalf of the Board of Directors, will review each student's Individual Success Plan and confirm that all requirements have been met by completing the Graduation Checklist (in Attachment FF).

(3) Performance-Based Exit Option Model

Pursuant to Rule 6A-6.0212, Florida Administrative Code, the School may offer the State of Florida High School Performance-Based Diploma option for eligible students if the District has applied and received state approval to use this exit option model. The School will follow all District guidelines in

the implementation of this option to include use of the performance levels identified by the District in their approved application.

(4) Concordant Scores for State Assessments

The FDOE is authorized to adopt concordant scores for meeting the graduation assessment requirement in lieu of passing required state assessments. Students may satisfy the score requirements using various combinations of tests as specified in Rule 6A-1.09422, F.A.C. The School will prepare students for any and all concordant exams defined by the FDOE.

(5) Students with Disabilities

One of the most important decisions for students with disabilities is the type of high school diploma the student will work toward. This decision is usually made by the student and family prior to entering high school with the Individual Education Plan (IEP) team. Diploma options should be considered by using postsecondary education and career goals of the student to guide the decision in the following order:

- Standard diploma
- Standard diploma with state assessment waiver
- Certificate of Completion

Students with disabilities who are working toward a standard high school diploma are expected to participate in the [FAST or FSA] and Florida EOC Assessments; however, legislation provides for a waiver of the [FAST or FSA] or Algebra 1 EOC Assessment as a requirement for graduating with a standard high school diploma for students with disabilities whose abilities cannot be accurately measured by the statewide assessments. Pursuant to s. 1008.22(3)(c)2., F.S., "A student with a disability, as defined in s. 1007.02(2), for whom the individual education plan (IEP) team determines that the statewide, standardized assessments under this section cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript…" [54] Students who do not meet requirements for a standard diploma may be awarded a certificate of completion, depending on coursework.

5.F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Promotion and graduation criteria are included in the Parent/Student handbook that is given to parents and students at the time of admission and is reviewed regularly as part of the Students' Individual Success Plan (ISP). Graduation requirements and progress toward meeting are also reflected on each students' MY SUCCESS® Dashboard which is accessible with view rights to parents/guardians.

5.G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an

[54] Florida Department of Education/Office of Assessment (2014). Graduation Requirements for Florida's Statewide Assessments, Tallahassee, FL: Florida Department of Education

EXPLANATION OF HOW THESE ASSESSMENTS ALIGN WITH THE SCHOOL'S CURRICULUM, PERFORMANCE GOALS, AND STATE STANDARDS.

Diagnostic assessments, including GAIN and those available through the digital curriculum, are used to establish the entrance-level performance of students and track growth at intermittent times of the year. By continuing to use these assessments throughout the year, teachers and administrators can track students' progress and their strengths and weaknesses in skills required to succeed in state assessment and/or coursework. These diagnostic assessments are used to inform intervention groups based on identified skill gaps and/or opportunities for enrichment.

Classroom formative assessment will occur regularly employing such strategies as, but not limited to, observation, reviews, projects, quizzes, and tests.

Benchmark assessments will be set up for the FAST and End-of-Course tests required for graduation. The benchmarking system will begin at the point of entry for each student and progress from a series of benchmark assessments to a released FAST or EOC test as official testing dates approach. Upon entry, if a student has not yet passed a portion of any state required assessment, then the student will be placed into appropriate tutorials. Regardless of point of entry, the student will take the next administered benchmark assessment. Based on the results, the student will receive tutorials to assist in remediating areas of deficiency.

Student performance will be measured in each of the following ways:

- Assessment of foundational reading and math skills levels upon students' initial enrollment
  - Foundational reading and math skills levels are essential in the development of each student's ISP and placing students in appropriate content levels or courses. This information will be derived from standardized test scores, curriculum-based assessments, and/or teacher-developed and authentic assessments
- Formative evaluations will be completed to monitor progress in foundation skills and identify students in need of support
  - Ongoing assessment and evaluation will be conducted through classroom observations, quizzes, tests, and checklists
  - Benchmarking will be used to modify instruction and tutorials for state assessment success.
  - Content mastery will be measured through the achievement of benchmarks and successful completion of each course
- Summative evaluations of content mastery
  - Florida Assessment of Student Thinking (FAST) English/Language Arts
  - End of Course assessments
  - Measurement of annual growth

The types and frequency of assessments are included as Attachment F.

5.H. DESCRIBE HOW STUDENT ASSESSMENT AND PERFORMANCE DATA WILL BE USED TO EVALUATE AND INFORM INSTRUCTION. WHO WILL BE RESPONSIBLE FOR MANAGING THE DATA, INTERPRETING IT FOR CLASSROOM TEACHERS, AND LEADING PROFESSIONAL DEVELOPMENT TO IMPROVE STUDENT ACHIEVEMENT?

Data from formative, diagnostic, and summative assessments will inform decisions about adjustments to the educational programs and student placement, or intervention needed. School leadership will

analyze and interpret assessment data and will use the data to identify the professional development needs at the school.

Classroom formative assessment will occur regularly employing such strategies as, but not limited to, observation, reviews, projects, quizzes, tests, and review of electronic Student Progress Reports (SPR). The SPR will track mastery to prevent a student from proceeding to the next lesson until he/she reaches mastery level on the current lesson. The continual assessment provided by the SPR will assist the student and teacher not only in identifying areas of success, but also in identifying areas where the student may be experiencing difficulty and need additional instruction.

Additional Assessment opportunities – including baseline, formative, and summative assessments – will be integrated throughout the digital curriculum. Teachers will have access to an electronic Gradebook and Activity Score Report for each student enrolled in the School and will use these tools during progress monitoring meetings with individual students. In addition, online diagnostic assessments will pinpoint student strengths and weaknesses. A benchmarking system and a course monitoring system will be set up for each of the mandatory End-of-Course assessments required for graduation. The benchmarking system will begin at the point of entry for each student and progress to a series of benchmark assessments and then to a released EOC test in preparation for the testing dates.

All of the above-mentioned assessment, evaluation, monitoring, and feedback tools and strategies will be used in a student-centric way to inform targeted instruction. School Leadership will interpret and analyze the aforementioned assessment data to coordinate professional learning opportunities designed to improve student achievement. A team of Curriculum & Instruction specialists through the ESP will also support the School Leadership team in analyzing student assessment data on a monthly basis. They will provide support, resources, and professional development to leadership and instructional staff in response to identified needs and in support of school improvement goals.

5.I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

School leadership and teachers will receive ongoing training, support and job embedded professional development to ensure adequate knowledge on analyzing, interpreting and using performance data to improve student learning. Upon employment, both leaders and teachers will participate in either New Teacher or New Leader training where they will learn the instructional model, school goals, and the types of data they will use to inform instruction and improve student learning. New leaders and teachers are assigned a mentor to support them in their understanding of data usage and interpretation.

Leaders and teachers will also receive training and support in:

- Proper interpretation and analysis of student and schoolwide assessment data,
- Formulating questions that can be addressed by data,
- Synthesizing multiple data sources to inform instructional practices and monitor school progress against goals for improvement,
- Training on the assessments and supplementary academic tools, including non-academic data; i.e. attendance, being used to measure success,
- Using student data to plan differentiated instruction based on student needs

Research suggests that the best support for acquiring and honing data interpretation skills is sustained participation in teacher learning communities informed by student performance data (Hamilton et al. 2009). As such, school staff will participate in professional learning communities consisting of job-alike colleagues from across the ALS network of schools. Within these learning communities, leaders and teachers will not simply acquire and practice using data interpretation and other relevant skills but also collaborate and support one another as they work with and use the data to improve student learning. The PDSA cycle will support leaders in their frequent use of performance data. Sustaining progress is critical to the School's success therefore ongoing professional development, periodic training reviews and additional support will be provided as needed. School teams will collaborate when evaluating assessments, analyzing the results and planning next steps in improving the data analysis process to achieve desired improvements in student learning.

5.J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

School Level: The school will develop an annual School Improvement Plan (SIP). As part of the school improvement process, the Governing Board, ESP and School Advisory Council (SAC) will provide suggestions, strategies and feedback as they evaluate the SIP. In the event the School falls short in any area, a corrective action plan will be developed as part of the school improvement process. A committee will monitor the SIP and the School's progress toward goal attainment throughout the year and will make recommendations for adjustment as needed.

Classroom Level: School leaders will use classroom data and teacher observation/evaluation reports to determine which teachers need additional support and provide professional development, coaching and modeling. Teachers will have action plans and will also add any new goals to their Deliberate Practice Growth Plans [see section 12(b)]. Teachers will receive support from administrators, mentor teachers and Operational and Curriculum Support Staff through the ESP.

Student Level: The students' teachers and the leadership team will review assessment data as well as their ISPs and any other IEPs, 504 or ELL plans that identify needed interventions to determine what is working and what is not. Determined modifications will be documented in student ISPs, IEPs, or ELL plans and communicated to parents.

The leadership team will be responsible for increasing infrastructure and supports to ensure that plans at the school, classroom, and individual student level are implemented with fidelity. Their oversite will ensure teachers are incorporating scientifically based instructional strategies and challenging academic content in developing and facilitating high-quality lessons and effectively analyzing assessment data to ensure effective implementation of the RtI/MTSS framework.

5.K. Describe how student assessment and performance information will be shared with students and with parents.

The ***MY SUCCESS*®** **Student and Parent Dashboard** (see Attachment FF), an online, secured private portal available 24 hours a day, seven (7) days a week, will serve as the primary tool for communicating and monitoring student learning results. This web-based portal will provide up-to-

date information on student attendance, course progress, grades, skills development, graduation progress, and postsecondary transition.

As part of the School's defined service model, teachers are required to make regular contact with parents/guardians to report on student progress, recognize and celebrate successes and discuss any potential obstacles to ISP achievement. This outreach begins within the first month of enrollment and is documented to allow for compliance tracking and transparency to facilitate a full-school approach to student support.

School achievement data will be reported in the school report card and annual reports to parents and the school district sponsor, and will include the School's progress, as well as any other national or state reporting requirements. In the event that written and verbal communications are needed in a language other than English or Spanish, efforts will be made to retain translation services in the language(s) needed. Also, the School will have staff who will make home visits to communicate student's progress and successes, and will provide travel options for parents/guardians without transportation to attend School events or needed student/teacher meetings.

5.L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

The Board understands that the School is subject to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. As such, the School will maintain the confidentiality of all student records and will only release them to a parent or with a parent's consent, unless the student is 18 in which case the records will be released only to the student or a party to which he grants consent.

6. EXCEPTIONAL STUDENTS

6.A. Provide the school's projected population of students with disabilities and describe how the projection was made.

In order to determine the projected population of students with disabilities, we reviewed the percentage of Students with Disabilities in the schools identified in 2.D. from the target school location search area.

High Schools	ESE %
Bayshore	17%
Braden River	12%
Lakewood Ranch	11%
Manatee	14%
Palmetto	14%
Southeast	14%
Average High School Percentage	**14%**

Middle Schools	ESE %
Braden River	16%
Buffalo Creek	15%
Carlos Haile	12%
Dr. Mona Jain	11%
Electa Lee	21%
Lincoln	33%
Martha King	20%
W.D. Sugg	18%
Average Middle School Percentage	**18%**

A projection of 16% for high school and 20% for middle school assumes that the school will serve a slightly higher total population of ESE students given this population's historically increased risk of struggling in a traditional school setting.

The budget documents (in Attachment X) assume a gradual build up during the first year, with 140 students during the October FTE count and 260 during the February FTE. An average of 200 students per month was utilized, of which sixteen percent (16%) of high school students and twenty percent (20%) of middle school students are expected to be ESE students. In subsequent years, the budget documents continue to assume sixteen percent (16%) of high school and twenty percent (20%) of middle school population, up to the point where the School is fully enrolled with 500 students, of which eighty-three (83) are estimated to be ESE students. The School will ensure that staffing is in place to serve all ESE students. If the ESE population is higher than expected or if the needs as defined by student IEPs dictates a lower student to staff ratio, staffing will be evaluated and increased as necessary to accommodate the need.

6.B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

The School will not discriminate in its student admissions policies on the basis of intellectual, academic, artistic, or athletic ability; measures of achievement, aptitude or exceptionality, or any other basis that would be illegal if used by any public school. The School will not reject the application of or withdraw a student identified as having a disability based on a finding the student needs a service delivery model not presently in existence at the School.

All students who apply will have an equal chance of being enrolled at the school throughout the year. In the event that the number of all eligible applicants for enrollment exceeds the School capacity, the School shall perform a random selection process according to Florida's charter school legislation to determine which students are enrolled and which students are placed on a waiting list, subject to another random selection when an opening occurs. The School will include in the lottery all eligible applicants for admission, excluding any students that are exempt from the lottery process. These include: (1) siblings of existing students; (2) children of a board member; and (3) children of an employee of the School.

6.C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

Each student with a disability is entitled to receive a Free Appropriate Public Education (FAPE) in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible. Special education, which refers to specially designed instruction and related services, will be provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Specially designed instruction means adapting, as appropriate, the content, methodology, and/or delivery of instruction. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, and/or modifications. Multiple methods of content presentation, such as audio, video, illustrations, graphic organizers are available within the Edmentum digital curriculum to meet SWD needs. In addition, students have access to support tools within the

Edmentum platform to promote student engagement, classroom discussions, online activities, and brainstorming. Students can work at their own pace, providing them enough time to master a concept.

The School will follow federal, state, and district guidelines pertaining to students with disabilities (SWDs). The School will work in collaboration with parent/guardian(s) and district staff to determine the most appropriate placement, services and supports to teach SWDs in the least restrictive environment (LRE), as stipulated by IDEA. Additionally, the School will adopt and fully implement the Sponsor's policies regarding SWDs to ensure that each student is provided with an appropriate education as defined by FAPE.

The School will work collaboratively with the Local Educational Agency (LEA/ School District) Representative in locating, evaluating and identifying eligible students with disabilities at the school site. The Principal, Assistant Principal or any other teacher who is certified in Exceptional Student Education and/or who is familiar with transition IEP will serve as the School LEA. The designated School Level LEA will be responsible for the development, implementation, and monitoring of IEPs. The School Level LEA will be a vital member of the IEP Team and will ensure that all IEP's indicate the duration, frequency and location of the supports and supplemental services to be provided. Additionally, the School Level LEA will ensure that the student's general education teachers, ESE teachers and other service providers have access to and are informed of the following as it pertains to the students' IEP's:

- specific responsibilities related to implementing the student's IEP (i.e., duration, frequency and location of services)
- specific accommodations
- program modifications
- related services
- supplementary aids and services
- IEP Status of implementation that indicates that supports and services are being provided and implemented as indicated on the IEP.

The School Level LEA will possess knowledge and understanding of the following:

- Exceptional Student Education Policies and Procedures;
- Procedural safeguards;
- Parental revocation of consent for special education and related services;
- Transfer of rights at age of majority;
- Medicaid;
- Individual Education Plan (IEP);
- Discipline and Manifestation Determination;
- Participation in State and District assessments; and
- John M. McKay Scholarships Program

The Initial IEP meeting is coordinated by the District ESE Staffing Specialist assigned to the School site. The District Staffing Specialist, who is the LEA for the initial IEP meeting, schedules, notifies all IEP Team members including the parents, and gathers all information (e.g., evaluations) to conduct the Initial IEP meeting. The School Level LEA will support the District Staffing Specialist and assist in the Initial IEP Meeting process by ensuring that there is a room to hold the meeting and that technology is available to complete the IEP.

The School's LEA identifies the IEP team members who will participate in an Annual IEP meeting. The school Level LEA will gather data related to the student's pre-academic or academic achievement, functional performance, and progress toward annual IEP goals. The School Level LEA may draft IEPs on the District IEP platform to allow the team to synthesize information and analyze the areas of concern that the student may be demonstrating a need for specially designed instruction. The draft of the IEP can be sent home to the parent for review. However, under no circumstances will the final IEP be completed before the IEP team meeting is held.

An Individual Education Plan (IEP) is a legal written document that is designed to meet the individual needs of the student and is compliant with all requirements of state and federal laws and regulations. It reflects decisions based on the active involvement and collaboration of the IEP Team. The School's IEP Team is composed of the following members:

- All parents/legal guardians, if possible
- The student (if appropriate)
- At least one exceptional student education (ESE) teacher who provides, or may provide, services to the student
- The student's general education teacher(s)
- Someone who understands the evaluations that have been done for the student and can explain them (This may be one of the people already on the attendee list)
- An LEA representative who knows about special education and the school district's resources (This may be the ESE teacher)
- Other people invited by the parent or the School

The IEP provides a clear statement of expected outcomes and the special education services and supports to be provided to the student. The IEP team will review previous and recent evaluations, assessment scores, classroom data, discipline records, and input from teachers, parents, and the student to determine the student's strengths, educational, developmental, and functional performance needs. Students' interests and preferences will be considered to determine postsecondary goals. During the IEP process, the student's specific needs and educational goals such as, the need for a device or service, interventions, accommodations, and modifications will be addressed to help the student make adequate process. The IEP will include a statement of the individualized needs of the student. Additionally, the IEP team will meet periodically to determine if the student's annual goals are being achieved. When a SWD is not making adequate progress, the IEP team will reconvene to review the IEP goals and objectives.

School personnel will be trained in the development, implementation, and quality Individualized Education Plan (IEP) indicators to meet the specific needs of SWDs. As required by IDEA, the IEP team will address the student's present levels of academic achievement and functional performance, annual IEP goals, special education, related services, supplementary aids and/or supports that SWDs are entitled to receive. If the School's program is unable to meet the individual needs of the student, as stipulated in the IEP, the School will work with the Local LEA and convene an IEP meeting to address the needs of the student and appropriate placement.

6.D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

Students previously identified as eligible for exceptional student education services or protected under Section 504 will be identified through self-report or upon receipt of the student's prior school records.

A student will be entitled to Section 504 accommodations if he or she has a physical or mental impairment that substantially limits one or more major life activities. Any student who is having difficulty in the classroom and for whom there is the suspicion of a disability will be referred to the School Support Team (SST). The School will follow the District established procedures for the SST. Students with obvious physical or health needs that require accommodation do not need to go through the SST process to be referred for Section 504 eligibility determination. The Section 504 Eligibility Determination team consist of the following individuals:

- Parents/legal guardians
- The student
- The School Administrator
- A person who knows the student
- A person who knows of accommodations; and
- General education teacher

Parents will be invited to attend the Section 504 meeting and students will be encouraged to attend and provide input to help the team in making decisions. Parents will also receive the Section 504 Procedural Safeguards. During the evaluation process, the Section 504 Team will review a variety of information from different sources, such as teacher observations, standardized test scores, report cards, and information from parents and medical providers. The Section 504 reevaluation will be reviewed periodically every three years, before any significant change in placement, or, at the request of the parents or school personnel. If additional information is presented to school personnel by the parent or other person(s) responsible for implementing the plan indicating that the student has not demonstrated improvement or progress, the Section 504 team will reconvene to consider modifying the current plan or to determine other options. Section 504 plans and eligibility will be reviewed annually, or sooner, if requested by either District personnel or parent.

The Multi-tiered System of Supports (MTSS) process (described in detail in Section 4.F.) will be implemented with students who are not successful in the general education curriculum or who enroll in the School severely below their grade level peers. Any student who has received Tier 3 interventions for a reasonable amount of time and who continues to be unsuccessful in making progress in the curriculum may be referred for evaluation for Exceptional Student Education (ESE) services. Evaluations will be conducted by qualified evaluators.

After the evaluation is complete, a team will conduct a review that includes the examination of existing data on the student, including evaluations and information provided by the parents/legal guardians and the student, as appropriate; current classroom-based assessments and observations; and teacher and related services providers' observations. Determination of eligibility for ESE services will be consistent with Florida State Board of Education Rules.

6.E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a

REGULAR CLASSROOM ENVIRONMENT WITH AT LEAST 80% OF INSTRUCTION OCCURRING IN A CLASS WITH NON-DISABLED PEERS.

The School will follow all federal and state regulations concerning students with disabilities, specifically, the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code.

The School will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable supplementary supports and services and/or modifications and accommodations. Students with disabilities will be provided with accommodations to basic education and programs of study to ensure students with disabilities the opportunity to meet graduation requirements for a standard diploma. Allowable accommodations to basic courses may include increased or decreased instructional time; varied instructional methodology/strategies; special communications systems used by the teacher or the student; and classroom and district test administration procedures and other evaluation procedures adapted to address the student's disability.

The School will educate SWD with their non-disabled peers to the maximum extent appropriate in the least restrictive environment according to FAPE guidelines. Special classes, resource placement, or instruction of the student outside the general education environment will only occur if the nature and severity of his or her disability is such that an appropriate education in regular classes cannot be achieved satisfactorily as stated in the student's IEP. The least restrictive environment will always be considered during the development of the student's IEP.

The School will provide reasonable accommodations to a student with a physical or mental impairment which substantially limits a major life activity (Section 504 students) to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers.

(1) Student Plans

If a student is identified as eligible for 504 plan accommodations, a plan will be developed. The Section 504 Team will make decisions regarding the necessary accommodations/services to allow for the student's disability. Parents will be consulted and given the opportunity for input regarding the accommodations. The accommodations and/or services will be documented on a Section 504 Plan form and implemented. A 504 plan will include:

- Evaluation results
- Section 504 identification determination
- The student's unmet needs
- Services and/or accommodations based on needs
- Least restrictive environment for services
- Discussion of and plan for possible staff training

The ESE teacher and/or Assistant Principal will serve as a Section 504 Case Manager to coordinate the student's plan.

If a student is identified as eligible for ESE services, an IEP will be developed within thirty (30) days of the determination of eligibility. In the case of a student who is deaf or hard-of-hearing or dual-

sensory impaired, the Model Communication Plan Form will be used to address, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode. Any materials needed for Section 504 accommodations will be provided to the student at the cost of the school.

The IEP will include:
- What the student knows and is able to do
- What the student needs help with
- How the student's disability affects his or her success in school
- What the student should learn by the end of the school year
- What special education services, supports, accommodations or modifications, and assistive technology the student will receive during the year
- An explanation of any time that will be spent receiving instruction outside the regular class
- How the student's progress will be measured
- The type of diploma the student is working toward
- If the student is age 16 or older, the student's goals for life after high school

The following people are required to attend an IEP meeting:
- Parents/legal guardians
- The student (if appropriate)
- At least one exceptional student education (ESE) teacher who provides, or may provide, services to the student
- The student's general education teacher(s)
- Someone who understands the evaluations that have been done for the student and can explain them (This may be one of the people already on the attendee list)
- A local education agency (LEA) representative who knows about special education and the school district's resources (This may be the ESE teacher)
- Other people invited by the parent or the school

(2) Services
Students will receive instructional support through specially designed instruction and related services as determined through the individual educational plan (IEP) process. The level of service will be aligned to the severity of the student's disability. Teachers will be trained in designing and implementing individualized instruction to address the learning needs of each student. Teachers will instruct students in the unique skills necessary to access and benefit from the core curriculum as documented on the student's IEP. A range of service delivery options will be available to meet the students' needs, e.g., consultation, itinerant instruction, and resource room for one-on-one or small group instruction or other services.

Supplementary aids will be provided by the School. Supplementary aids may include peer tutoring, interpreters, or referral to ESE teacher or other staff member as well as resources such as calculators, audio record, noise reducing headphones, printed pacing guides, testing accommodations as needed (e.g., extend time, read test to student), shared note-taking, and other technology devices and services.

Determining what supplementary aids and services are appropriate for a particular student will be done on an individual basis by the IEP team. The School will contract with appropriate service

providers for services not provided by the School's full-time staff. Examples of these services include speech and language therapy, occupational therapy, and psychological testing services.

The entire instructional team will track student progress on a continuous basis using an internal electronic data management information system (MIS) that includes an online learner profile database for each student. The learner profile will enable instructors to make decisions regarding next steps for each student.

IEP meetings will be held at least annually for each eligible student to determine whether the annual goals for the student have been achieved and to review and revise the IEP as appropriate.

6.F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Per IDEA requirements, the School will work with the Sponsor and through the IEP process to ensure SWDs are provided a free appropriate public education in the least restrictive environment (LRE) to the maximum extent possible time with their non-disabled peers. Through the IEP process, the IEP team will determine if a SWD requires a regular classroom and resource room. The IEP team will determine what services a student requires to attain his or her annual goals to make progress in the general curriculum in the least restrictive environment. The School will provide services such as specially designed instruction, related services and supplementary aids. Additionally, the school will provide other models of support such as co-teaching and support facilitation services. Co-teaching is a direct service provided to students with disabilities in the general education classroom. For example, the special education teacher will collaborate with the advisory teacher in the areas of differentiating instruction, monitoring progress, understanding learning processes, and teaching for mastery. Both of the co-teachers will participate in District offered trainings to increase access to the general curriculum, while providing the students access to effective academic and behavior instructional practices through the multi-tiered system of supports by having two teachers in the classroom. Consultation is an external support, which consists of face-to-face conversation between the general education and special education teacher. These services are designed to meet the unique needs of the student. The IEP team will determine the frequency, location, and duration of services and modifications.

6.G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Through the IEP process, the IEP team may determine that after receiving specially designed instruction, related services and supplementary aids, a SWD requires a separate classroom for less than 40% of instruction occurring with their non-disabled peers.

In determining the appropriate placement, the following factors will be considered:

- the educational benefit to the student from regular education in comparison to the benefits of special education;
- the benefit to the disabled student from interacting with nondisabled students; and

- the degree of disruption of the education of other students resulting in the inability to meet the unique needs of the student with a disability.

The IEP team will determine the frequency, location, and duration of services and modifications. The School shall have designated space for the purposes of individual and small group instruction with a certified ESE teacher; reading instruction; math instruction; career and post-secondary planning; and social/emotional supports. These spaces and the associated instructional and support staff may play a role in the plan to provide FAPE for students who require separate classroom instruction.

6.H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will collect, store, and analyze student test data as well as document tiered academic interventions and other services provided to the student.

The School will monitor and evaluate the progress and success of SWDs on a yearly basis to ensure the attainment of each student's goals as set forth in the IEP or 504 plan. The IEP team will also measure the progress that SWDs are making toward their annual goals on a quarterly basis. The School will ensure that parents are notified of the progress their child has made toward their annual goals quarterly and concurrent with the issuance of report cards. The goal status reports will reference the data collected along with a description of the student's progress. A copy of the goal status reports will be placed in the students' cumulative record. The IEP team will compare the progress reports with the Present Levels of Educational Performance (PLEP) described at the beginning of the school year to identify if the student is making progress. If the student is not making adequate progress, the IEP team will reconvene to address the IEP goals and to ensure the student is receiving the amount of services and accommodations according to the IEP. Based on the progress made towards their annual goals, the IEP team will determine whether additional services, supports or modifications to instructional practices are necessary to meet the specific needs of the students.

6.I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

The School will operate as a double session school and offer at least two (2) daily instructional sessions. Students will choose to attend one of the sessions (or more as space permits).

The initial ESE staffing for the school will be one (1) ESE teacher. As enrollment increases and need arises, one or more part-time or additional full-time ESE teachers will be added to ensure that students' needs are met. In addition, the staff will be supplemented by contracted ESE providers as needed based on the specific support needs defined by student IEPs. All subject area teachers supporting ESE students will hold Florida Professional Teaching credentials and the additional specific qualifications required of the ESE teacher(s) can be found in the ESE Teacher Job Description (Attachment Q). In addition to the ESE teacher(s) and subject area teachers, ESE students will be

supported by a plethora of school support staff to include but not limited to a Family Support Specialist (i.e., social worker), Career Coach, and Reading Interventionist.

The ESE teacher(s) will ensure the implementation of all IEPs, EPs, and Section 504 Plans. The needs of the students with disabilities population will determine the responsibility of the ESE teacher. The ESE teacher will provide services within the General Education setting through consultation, collaboration, and/or support facilitation, as well as maintain all ESE and Section 504 Plan records in compliance. The ESE teacher(s) may co-teach a class in Reading/English Language Arts and/or Math and meet the needs of those students as well as to consult with the General Education teachers on a weekly or monthly basis. The purpose is to ensure that SWD students on consultation are making progress and accessing the curriculum.

The ESE teacher(s) may also provide instruction to ESE students in a separate or resource class, if the IEP determines there is a need for this service. The ESE office is equipped to function as a separate room to deliver instruction. If the need occurs, the school will hire one or more additional ESE teacher(s) to meet the needs of the students with disabilities population.

The School will also ensure compliance with s. 1012.585, F.S.: Beginning July 1, 2014, an applicant for renewal of a professional certificate must earn at least one (1) college credit or equivalent in-service points in teaching students with disabilities.

6.J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

The Director of Compliance from the Educational Services Provider (ESP) will play a lead role in monitoring the School's compliance with all district, state, and federal regulations to ensure that all ESE students are receiving appropriate services and all IEPs are current. The ESP will work with the School to conduct internal audits of student records at least twice per year. Members of the Compliance and Professional Development Departments for the ESP will provide ongoing training and professional development to all teachers and school leaders to ensure that quality IEPs are written and effective services are provided to ESE students.

The School's effectiveness in serving ESE students will be evaluated based on each student's success in meeting the goals on his/her IEP, and on the same criteria used to evaluate the School's success in serving all students: grade promotion, credit accumulation, state assessment results, graduation, and successful postsecondary transition. The results on these criteria for students with disabilities will be disaggregated from the general population and reviewed to determine the School's efficacy in serving this population.

6.K. Describe how the school will serve gifted and talented students.

(1) Gifted Services

For any student attending the School who has qualified for gifted services, the School will provide the appropriate services required by that student as delineated on the student's Education Plan (EP) and in the district's policies. *Florida's Frameworks for K-12 Gifted Learners*[55] guides curricular modifications

[55] Florida Department of Education, Working on Gifted Issues Challenge Grant, and Florida Association for the Gifted (FLAG). (2007). *Florida's Frameworks for K-12 Gifted Learners.*
Available online at http://etc.usf.edu/flstandards/sss/frameworks.pdf

of Florida's Next Generation Sunshine State Standards to create an appropriate level of challenge for gifted students.

Gifted students will be provided with programs that provide the maximum development of each student's academic talents. Gifted students will have access to differentiated services and educational opportunities that are challenging, accelerated, enriched, and innovative. Additionally, the School will provide gifted and talented students with differentiated pedagogy that promote experiences that replace, supplement, or extend learning opportunities. The School will facilitate student access to appropriate learning opportunities in advanced programs through differentiated instruction. Gifted students will increase achievement through the acquisition of enhanced thinking and problem-solving skills. The School will promote the acceleration and enrichment of gifted and talented students through the use of investigative and shared inquiry skills, special interests, and development of academic talents.

Curriculum components will include: remediation, enrichment, acceleration, and pacing guides. Additionally, honors courses will be provided to promote critical thinking skills. Advanced Placement (AP) programs will be offered to provide challenging, college-level course work for high school students. Qualified students will be allowed to enroll in Dual Enrollment in college courses through local and state colleges and universities while still in high school. Credit earned through Dual Enrollment will be used towards fulfillment of a high school graduation requirement and can also be used as college credit.

Curricular modifications for gifted learners will be designed to address the need for more complex tasks, exposure to a broadened scope of information, an emphasis on multiple perspectives, more rapid pace of instruction, a greater focus on higher order thinking skills, and more sophisticated products/performances. In the event that one or more gifted students enroll at the School, a certified teacher with a gifted endorsement will be employed to meet the specialized and individualized needs of gifted students.

(2) Effectiveness in Serving Students who are Gifted

The School's effectiveness serving students who are gifted will be evaluated based on each student's success in meeting the goals on his/her Education Plan (EP), grade promotion, credit accumulation, graduation, and successful postsecondary transition. If a student does not exhibit mastery of defined EP goals, the Gifted Teacher will work with the classroom teacher to provide additional accommodations to the curriculum and/or pace of delivery within the general learning environment. All classroom teachers will be provided with the appropriate information included in the student's EP, as well as the resources needed to address the identified goals.

7. ENGLISH LANGUAGE LEARNERS

7.A. DESCRIBE HOW THE SCHOOL WILL MEET THE NEEDS OF ENGLISH LANGUAGE LEARNERS AS REQUIRED BY STATE AND FEDERAL LAW, INCLUDING THE PROCEDURES THAT WILL BE UTILIZED FOR IDENTIFYING SUCH STUDENTS, ENSURING THAT THEY HAVE EQUITABLE ACCESS TO THE SCHOOL'S PROGRAMMING AND COMMUNICATING WITH THEIR FAMILIES.

The purpose of the School's English for Speakers of Other Languages (ESOL) program will be to ensure that English Language Learners (ELLs) (including immigrant youth) attain English proficiency and meet the same student academic achievement standards that all students are expected to meet.

The School will abide by the requirements of the *LULAC et al. vs. State Board of Education Consent Decree* aka the FL Meta Consent Decree (1990). The School shall also subscribe to the guidelines set forth in the U.S. Department of Education's Office for Civil Rights publication, *"The Provision of an Equal Education Opportunity to Limited English Proficient Students" (1992).* Additionally, the School will comply with the *District Plan for English for Speakers of Other Languages (ESOL)* and all subsequent state mandates as indicated in (Rules 6A-6.0900 to 6A-6.0909) pertaining to the following: Identification and Assessment; Equal Access to Appropriate Programming; Equal Access to Other Programs; Personnel; Monitoring; and Outcome Measures

The School will provide ELLs access to programs and services which are equal and comparable in amount, scope, sequence and quality to those provided to English proficient students and which are understandable to the student given his or her level of English language proficiency.

(1) Procedures for Identifying ELL Students

(a) ESOL Program Entry Criteria/Assessments

During the school enrollment process, all ELL or immigrant students will be required to have a Date Entered United States Schools (DEUSS date). The DEUSS date will be captured on the new student enrollment form.

The term immigrant children and youths refer to individuals who:

- are ages 3 through 21; and
- were not born in any State, the District of Columbia or Puerto Rico; and
- have not been attending one or more schools in any one or more States for more than 3 full academic years

The School will work closely with the School District to determine if enrolling students have already completed the HLS while enrolled in another school in the District. All students entering Manatee Public Schools for the first time will be surveyed with the Home Language Survey (HLS) upon enrolling at the School. The HLS is the first step in the identification of a potential ELL student. According to Rule 6A-6.0902, the survey shall include the following three questions:

1. Is a language other than English used in the home?
2. Does the student have a first language other than English?
3. Does the student most frequently speak a language other than English?

The School will assign as an ESOL Contact a teacher with an ESOL Endorsement or ESOL Certification who will be fully trained in all State and Local ESOL procedures and will play the lead role in ensuring compliance and effective ESOL programming for all eligible students. The ESOL contact will administer the Ballard & Tighe's IDEA Language Proficiency Test (IPT) Aural/Oral within the first 20 school days of enrollment to students with a "yes" response to any of the (3) Home Language Survey (HLS) questions. If question two or three on the HLS are answered "Yes", the student will be automatically placed in the ESOL Program with an ESOL endorsed or ESOL certified teacher. If the student's parent/guardian answers "no" to all three (3) questions from the HLS, the student is not considered a potential ELL student and will not be assessed for English language proficiency.

If the IPT Aural/Oral identifies tested student as LES or NES, no further assessment is required and the ESOL Contact will create the ELL monitoring folder to include the ESOL plan, diagnostic test report, initial eligibility letter and programmatic assessment. The ESOL Contact will send home the eligibility letter and notify the classroom teachers of any new students enrolled at the school.

If the IPT Aural/Oral identifies the student as a Fluent English Speaker (FES), the ESOL Contact will administer the reading and writing portion of the Ballard & Tighe's IDEA IPT Reading and Writing (IRW) within 20 days of the student's initial enrollment. If proficient in Reading and Writing, the student is reclassified as a non-ELL and no further action is required. If non-proficient, student's classification remains active ESOL (LY) and the School will conduct a Programmatic Assessment to make an appropriate placement. The entire assessment process will not exceed thirty (30) school days from initial enrollment.

For in-county transfer students, the School's ESOL Contact will verify if the student was previously identified as an ELL in a Manatee County public school. If the student was previously placed in the ESOL program, he/she will continue to receive ELL services at the School. The ESOL Contact will make sure that all ELL records have been requested, received, updated and are in compliance. If there is no ELL test data in the district system, the ESOL Contact will contact the previous school to confirm that the student was not tested at that school and will immediately set up assessments if it is determined that they are in fact needed. For students enrolling from another Florida county who indicate a "yes" to any of the three HLS questions, the ESOL Contact will take the necessary steps to get ESOL records from the previous county.

ELL students who score English proficient on the IPT Aural/Oral Test will be administered the Reading and Writing portion of the test. A student who scores at 32nd percentile or below in either Reading or Writing in the IPT/IRW test will be eligible to receive services from the ESOL Program. A student who scores at the 33rd percentile or above in both Reading and Writing in the IPT/IRW test is determined not to be eligible to receive services from the ESOL Program.

(b) Programmatic Assessment

Students who initially meet eligibility for the ESOL Program will participate in a Programmatic Assessment lead by the ESOL Contact in collaboration with parents and then reviewed by the ELL Committee [see section (c) below for a description of the ELL Committee and its members]. The Programmatic Assessment collects previous academic experiences and academic records. The School will place students who have educational records from their previous school system in a grade level and courses based on their academic records and in accordance with the District Student Progression Plan. The student will be enrolled in courses that are commensurate to his/her skills and achievement level for that subject area regardless of their level of English proficiency. Students who do not have documentation of previous school experiences will be placed in a grade level based on their chronological age. The School will work in collaboration with the District's ESOL office when making placement decision to ensure students are placed according to District guidelines.

In making placement decisions, the ELL Committee will consider the following factors: 1) extent and nature of prior educational and social experiences and student interview; 2) written recommendation and observation by current and previous instructional and supportive services staff; 3) level of mastery of basic competencies or skills in English and home language according to appropriate local, state, and national criterion-referenced standards; 4) grades from the current or previous years; 5) the student's age; and/or 6) other test results.

Placement and eligibility decisions can only be made by the ELL Committee. All decisions will be documented in writing.

Parent participation and written consent on the most appropriate placement for the student will be documented as part of the process for ELL Committee meetings. Documentation of all Committee decisions made will be kept in the Student ELL Plan and placed in the student's cumulative folder. Parents will be provided with a copy of all forms signed by those members present at the meeting and completed in a language parents understand, as feasible.

Students with limited or no prior school experience will be assessed and placement will be made based on the student's age appropriateness (regardless of English proficiency), educational background, and parent interviews. The School will follow the State Uniform Transfer of Credit guidelines when determining credit to be awarded to students transferring from other countries as indicated in the Student Progression Plan.

(c) ELL Committee

The School will have an ELL Committee composed of the following: administrator or designee, teacher(s) with ESOL certification or endorsement, home language teacher (if any), classroom/subject area teacher, ESOL Contact, and Family Support Specialist. In addition, other educational personnel such as a school psychologist may participate if/when the Committee determines appropriate. The parent(s)/guardian(s) will be invited to attend the ELL Committee meetings for their student. The School will keep a record of parent/guardian meeting notifications.

The ELL Committee will be convened for the purpose of analyzing all available academic information and determining the most appropriate educational placement. The ELL Committee shall use the assessment instruments described above as well as any other academic information to ensure that the student is placed in the instructional program or combination of instructional programs that best meet his/her academic needs. The documentation of the assessments used and the justification for such action will be maintained in the student's individual ELL plan. If the ELL Committee's decision is to place the student in the ESOL program, then the basis of entry will be documented in the Individual Student ELL Plan.

The IEP Committee serves as the ELL Committee for ELL students with disabilities. IEP committee members will include those required for an ELL Committee.

(d) ELL Student Plan

When the new student enrollment process is completed, the School Data Specialist will enter all demographic and assessment information as required in the District information system. Once this process is complete, the ESOL Contact, in collaboration with the ELL Committee, will develop and/or update the student ELL plan and any other pertinent information.

The Student ELL Plan will be incorporated in the Individual Educational Plan (IEP) of an ELL Students with Disabilities (SWD). The IEP will indicate all programs, services, and supports that are provided to an ELL SWD. Once completed or updated, the student's ELL Plan will be printed and placed in the ESOL Monitoring folder that is part of the permanent student cumulative record folder. The ESOL Contact will be responsible for developing and updating all Student ELL Plans at the beginning of each school year.

The ELL Plan includes the following elements:
- Student's name
- Date ELL Plan is completed
- Schedule with instruction by program
- Amount of instruction time
- Date student is identified
- Assessment data used to classify or reclassify the student
- Date of exit and assessment data used to exit the student from ESOL.

Student plans are developed with input from previous and current teachers through interviews to gain information on socialization and participation in the general education classroom. The student's schedule will be attached to each ELL plan. A copy of the ELL plan will be given to the data entry person for entry in the student information system. Any change in a student's schedule will require a new plan.

Additionally, as part of the ELL Plan, the following will be included in the ESOL Monitoring Folder:
- Home Language Survey
- ESOL tests
- Parent Notification letter
- ELL Committee Notification letter(s)
- Secondary Student Schedules

ELL Plans will be updated whenever an ELL committee meeting is held to include annually at the beginning of every school year to reflect current services; on the anniversary date of the student's entry into the ESOL program; and any time there is a change in the student's educational plan.

(e) ACCESS for ELLs 2.0 Assessment
The School will use the Access for ELLs 2.0 assessment to assess aural/oral proficiency. Per Rule 6A-1.09432, ACCESS for ELLs 2.0 is a secure large-scale English language proficiency assessment administered to Kindergarten through 12th grade students who have been identified as ELLs. It is administered annually to monitor students' progress in acquiring academic English. The assessment measures proficiency in all 4 language domains (Listening, Speaking, Reading, and Writing). ELLs can be at any one of six levels of proficiency.

(2) Equitable Access to School Programming
The ELL Committee will use the ELL Plan to document the instruction, supports and specific ESOL instructional strategies determined most appropriate for each student. ELL students enrolled in the School will be entitled to programming that is appropriate to their level of English proficiency, their level of academic achievement, and any special needs they may have.

ELL students will have equal access to appropriate English language instruction in the core subject areas that is: (1) understandable to their given level of English proficiency; and (2) equal and comparable in amount, scope, sequence, and quality to that which is provided to English proficient (non-ELL) students. General curricula and materials will be the same as those used with non-ELL students. The schedules of ELL students will be comparable to those of non-ELL students containing the same subject area classes and are equal in scope, sequence and content.

The School's instructional programming, practices and strategies are described in Section 7.B.

(3) Parent Notification

Parents will be notified of the placement of their child in the ESOL program via a translated Parent Notification Letter. All communication with parents will be in the parents' native language to the extent feasible.

The letter will be dated to correspond with the entry date in the ESOL program. The letter will be sent home to the parents/guardian and a copy of the letter will be kept in the student's ESOL Monitoring folder. As long as the student is eligible to receive ESOL services, a new Parent Notification Letter will be completed at the beginning of each school year and whenever there is a programmatic change. The School will keep copies of each of the letters that have been sent home during the time the student receives ESOL services.

Parents will also be notified of assessments and available accommodations, results of assessments, program delivery model options, retention/remediation, exit from the ESOL program, reclassification (if needed), and invitations to participate in ELL Committee meetings. Invitations for meetings shall be provided with sufficient time for the parent to plan for participation or propose an alternative date/time to ensure their ability to participate.

School based information that is provided to all parents will also be provided to parents of ELL students in the parents' native language to the extent feasible. This includes, but is not limited to, free/reduced price lunch information, state assessments and results, invitations to participate in special programs, parental choice options, registration forms and requirements, disciplinary forms, information about opportunities for parent involvement, etc.

7.B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

(1) Instructional Programs

Students of all abilities, as well as those who are members of special populations, will be welcomed at the School and will be provided with a rigorous and relevant education that incorporates the accommodations specified on their individual plans to ensure academic success and access to our core academic program. The School will use one of the following instructional model(s) based on the individual needs of each ELL student enrolled and requiring participation in an ESOL program:

- Sheltered - English: Sheltered instruction refers to a model where only students who are learning English are grouped and receive specialized English language instruction from either the ESOL teacher or a Language Arts Teacher who is also ESOL certified or endorsed. The teacher provides uninterrupted ESOL/Reading and/or Writing instruction only for students identified as ELL at a location designated specifically and exclusively for ELL instruction.

- Mainstream/Inclusion model – English Language Arts (ELA): In this model ELL students are grouped together with students who are fluent in English in their ELA course(s). The classroom teacher adapts lessons for the student using specific strategies by providing specialized English

language instruction. The language of instruction is English and native language assistance is provided as needed. A teacher with ESOL certification or endorsement comes into the classroom ("push-in") to provide specialized English language instruction.

- Mainstream/Inclusion model – Core/Basic: In this model ELL students are grouped together with students who are fluent in English in core subject area classrooms (not ELA). The language of instruction is English and native language assistance is provided as needed. A teacher with ESOL certification or endorsement comes into the classroom ("push-in") to provide specialized English language instruction and/or an ESOL certified/endorsed classroom teacher adapts instruction to address the language proficiency needs of ELL students. The academic content is mathematics, science, social studies, and computer literacy.

(2) Instructional Practices- ESOL Accommodations and Supports

The School's ESOL program is designed to address English language acquisition and development needs while ensuring that students make adequate progress toward meeting or exceeding the achievement of Florida standards and the achievement of a standard high school diploma. Based on a student's English language proficiency, classroom teachers must ensure and document that ESOL accommodation, strategies, and supports are in use in their classroom.

Accommodations include changes that can be made in the way instruction is provided to the ELL student and how the student demonstrates acceptable performance. Accommodations do not alter in any significant way assignments or assessment measures utilized by classroom teachers rather they allow an ELL to effectively access course content. The School's core instructional software includes extensive scaffolding for ELL students. Controlled vocabulary and syntax, chunked text, and short page lengths with limited scrolling facilitate reading comprehension. Additionally, students will be able to listen to instruction through a text-to-audio feature in English as well as 20 additional language translations. This accommodation is available in all courses offered through the Edmentum curriculum. The curriculum also uses mixed media to allow students the ability to observe and study multiple representations of concepts and build background knowledge.

In addition to the accommodations built into the online curriculum, Teachers will include evidence of ESOL practices in their lesson plans for direct instruction. Teachers of ELL students will supplement their instruction with a wide variety of materials designed to help students acquire language proficiency and academic content. ESOL instructional practices will include using frequent visuals and graphic organizers, providing cooperative learning activities, simplifying the language of instruction without changing the content, and providing alternate assessment as necessary. Instructional practices are individualized to suit the English language developmental level of the student and ensure that the student understands the instruction.

School leadership will be responsible for monitoring the delivery of comprehensive ESOL instructional practices in the school. The use and monitoring of ESOL instructional practices will occur daily. The School's ESOL Contact will progress monitor each student as well as make sure that proper accommodations are being provided in the regular classroom setting.

ESOL supports refer to sensory, graphic, and interactive resources embedded in instruction and assessment provided to assist students in constructing meaning from the language and content of classroom experiences. Sensory supports help students to process information other than via written or oral language. Graphic supports provide pictorial representations used to organize or summarize

information, while interactive supports promote comprehension and expose students to a variety of communication styles.

(3) Instructional Strategies
The School will implement instructional strategies that establish an action plan for achieving ESOL program and individual student goals.

(a) Individualized Program
The School's academic program is highly personalized. This individual approach begins with enrollment when a baseline academic assessment will be administered to all students using the General Assessment of Instructional Needs (GAIN) or other approved assessment. This will allow staff at the School to immediately begin to identify each individual student's strengths and needs in addition to their unique language needs. An Individual Success Plan (ISP) will be developed for each student laying out the courses and exams needed for middle school promotion/high school graduation. New students' transcripts will be obtained from the student's last school attended and reviewed by teachers and/or administrators for input into each ISP. This information is also projected to each student in their individual MY SUCCESS® Dashboard which serves as a daily road map allowing students to see their ISP progress in real time.

In the interest of ensuring an effective match between student learning needs and styles, and available curriculum, assessment, and software, the School will continuously review the assessments used by the School and the research and development of new options that may become available. The Board and school administrators will remain open to selecting and replacing this planned assessment should more appropriate options become apparent in the future.

The School's educational model will offer an individualized program for each student to progress at an appropriate pace based on his/her individual learning needs. Using a combination of direct instruction, instructional software aligned to the Florida Standards, and supplemental materials, the curriculum will have the breadth and depth to meet the needs of the student population and provide students with the required courses to succeed on the , state assessments and comply with state graduation requirements to earn a high school diploma.

In order to meet the unique needs of the ELLs, the School will enroll students in the following ESOL courses:

- Developmental Language Arts course - This course is recommended for ELL students who are non-English speaking and/or at the beginning or intermediate level of English language proficiency. The delivery of instruction of this course focuses on language development by incorporating instruction on grade level reading benchmarks. This course will be delivered by instructional personnel who possess a literacy micro-credential or are certified or endorsed in reading.
- Intensive Reading course - This course is recommended for ELL students who are at the advanced level of English language proficiency but not yet proficient as determined by their performance on state assessments. The delivery of instruction in this course focuses on building reading and literacy skills using ESOL instructional strategies. This course will be delivered by instructional personnel who possess a literacy micro-credential or are certified or endorsed in reading.

Additionally, multiple course pathways will make it possible to provide the right level of instruction to meet the unique needs of each student. Foundations courses will provide structured remediation

focused on developing reading, writing, and math skills and strategies. Literacy scaffolding supports are embedded throughout all Edmentum courses. Other levels of courseware include Core, Honors, and Advanced Placement. Core courses are standards-based general studies courses that meet the needs of a range of students as they endeavor to master rigorous content and earn credits toward high school graduation. While Core courses assume readiness for grade-level academic challenges, they also include targeted scaffolding for students who benefit from additional learning support. Each semester course offers 70–90 hours of interactive direct instruction, guided practice, and integrated formative, summative, and diagnostic assessment.

(b) Multi-tiered System of Support (MTSS)

English Language Learners (ELLs), in the ESOL program for more than two years who have "been diagnosed" with deficiencies in reading, writing and/or math will be referred to the MTSS program. The School will use its individualized program and (MTSS) to match quality interventions to address the ELL student needs. The MTSS addresses the academic and behavioral needs of all students through a multi-tiered continuum of services that provide: (1) high-quality instruction and scientific, researched-based, three-tiered intervention strategies aligned with individual student need; (2) frequent monitoring of student progress to make results-based academic or behavioral decisions; (3) data-based school improvement; and (4) the application of student response data to important educational decisions (such as those regarding course placement, intervention, curriculum and instructional goals, and instructional methodologies).

Three tiers define the interventions for the MTSS process. These tiers include increasing levels of intervention intensity.

- Tier 1 Intervention: Instruction for all students, prevention, and differentiation
- Tier 2 Interventions: Targeted interventions for students at-risk
- Tier 3 Interventions: Planned/Intense interventions for students with intensive needs

The School's MTSS team members will include but are not limited to the following: 1) classroom/ESOL teacher, 2) administrator, 3) reading teacher, 4) special education teacher, 5) career coach, and 6) family support specialist. The team will be responsible for ensuring that interventions and instructional resources are matched to students' needs. When addressing an ELL student, the ESOL Contact will convene an ELL Committee Meeting for a performance review, prior to starting the MTSS process: The team will use the following process:

- Define the problem
- Analyze the problem using available data
- Develop and implement a plan that includes one or more performance goals for the student
- Measure the student's response to the intervention by using data from progress monitoring
- Continue or adjust the intervention based on the student's response and progress

The three tiers of MTSS are described in detail in Section 4. F. This description applies to mainstream as well as special population student (i.e., ELL students) interventions and instructional strategy for ensuring equitable access to the School's core academic programming for students performing below grade level.

7.C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

(1) Monitoring and Evaluating Progress and Success
The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will collect, store, and analyze student test data as well as document tiered academic interventions and other services provided to the student. The test data will populate into the student's ISP to show which state assessments the student is required to pass to graduate per state regulations. The learner profile will identify the student's desired post-secondary pathway and profession, along with links to the Student Services page showing interventions provided to each student by faculty and outside service providers. The learner profile will also enable faculty and administrators to use student performance and progress data to inform customized learning plans and interventions resulting in students graduating prepared for post-secondary success.

An ELL student will not fail a course and/or be retained based only on their limited English language proficiency. The ELL Committee will be convened if an ELL student is at risk of course failure and/or grade retention. In consideration of the student's English proficiency level, the MTSS shall be implemented and monitored to ensure accommodations, supports and ESOL strategies that ensure instructional success. When at risk of course failure or grade retention, the advisory teacher will provide evidence of all accommodations and supports provided through the curriculum, supplemental materials, assessments, and differentiated direct instruction throughout the school year. In addition, parents and/or guardians and the ELL Committee will be notified of lack of adequate performance to ensure effective intervention prior to course failure and/or retention considerations.

Students who are exited from ESOL services and remain in the School will be monitored for two (2) years from their exit date in order to ensure success in the mainstream classroom/programming. The School's principal will establish a school procedure to ensure that all former ELL students will be monitored by the Reading/Language Arts teacher. The ESOL Contact will complete the Follow-Up Progress Review form in Project ELL and send a copy to the parents. Multiple sources of data and evidence will be considered to determine progress. These data sources will include, but are not limited to, progress reports, report cards, test scores, classroom performance, and observations.

The 2-year monitoring will take place at the end of each semester after exiting the ESOL program until all four post program reviews are completed. Documentation of ESOL-exited students will occur at the end of each student's first semester after exit, second semester, third semester, and last progress report of the school year in April.

If it is determined that a student is not making satisfactory progress, an ELL Committee meeting with parental participation will take place. The ELL Committee will review all pertinent information and recommend an appropriate educational plan. The committee may recommend initiating an Academic Improvement Plan (AIP), adjusting the student's schedule, referral for counseling or other student services, or reclassification of the student as ELL.

(2) Extension of Programming
In accordance with State Rule: 6 A-6.09022, ELLs must have an annual re-evaluation for extension of program services after a 3-year period of ESOL Services. The ELL Committee will be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States, and no later than the anniversary date, except if the student's anniversary date falls within the first two (2) weeks of any school year, the ELL committee may

convene no later than October 1st. This process shall be completed annually thereafter. The re-evaluation consists of the following:

- The yearly Spring Assessment: ACCESS for ELLs 2.0 will be used for re-evaluation if the student's DEUSS date falls from August through October 1st unless the student is missing the ACCESS 2.0 composite score.
- If the student's DEUSS date falls between October 2nd and the end of the school year, the School will use the Ballard & Tighe's IDEA IPT battery prior to holding the ELL Committee meeting for reevaluation. It must be given within 30 school days of the DEUSS date but not past the DEUSS date.
- The ELL Committee meeting will be scheduled with a minimum of 3 school–based staff present at the meeting.
- ESOL Contact will complete the parent Notification of ELL Committee Meeting form in Project ELL, print and send home. The Parent must be invited to the meeting; however, they do not need to be present to hold the ELL Committee meeting.
- Conduct ELL Committee meeting, print committee report, gather signatures of individuals present at the meeting, and upload signatures page in Project ELL.

The ELL Committee will review the student's academic record holistically by considering the assessment results and the following factors to determine whether the student is English language proficient:

a) Extent and nature of prior educational or academic experience, social experience, and a student interview
b) Written recommendation and observation by current and previous instructional and support services staff
c) Level of mastery of basic competencies or skills in English and/or heritage language according to state or national criterion-referenced standards
d) Grades from the current or previous years
e) Test results other than IPT, FSA ELA Reading or ACCESS 2.0

ESOL services will be extended if the majority of the ELL Committee determines that the student is not English language proficient. If a majority of the ELL Committee determines that the student is English language proficient, the student will be exited from the ESOL program. The ELL Committee's decision on whether to extend or not to extend ESOL services will be documented and maintained in the student's file.

(3) <u>Exit Criteria and Procedures</u>

The School's ELL Committee will follow state/district procedures when exiting students from the ESOL program. An ELL student may be recommended for exit testing by parents/guardians, or instructional personnel directly involved with the student's education at any time following initial classification. ELL students will be eligible for exit from the ESOL program only when they are determined to be English proficient in listening, speaking, reading, and writing. Students in grades 9-12 eligible for exit from the ESOL program must score proficient on both listening/speaking and reading/writing criteria. The ELL Committee will review FAST ELA and FSA ELA and ACCESS for ELLs and/or IPT test results to determine continued program eligibility.

If a student's performance meets proficiency on the Spring ACCESS for ELLs and FAST ELA and FSA ELA, the student will exit the program and be monitored for two (2) years. If the student is proficient in ACCESS for ELLs FAST ELA, or FSA ELA, the ELL Committee will review instructional grades and other available data to demonstrate grade level reading proficiency and determine if the student should exit or remain in the ESOL program. Additionally, if a student's ACCESS composite and ACCESS reading score are at the proficient level, and the student scores proficient on the FAST ELA or FSA, the student will exit the program and be monitored for two (2) years. If a student's ACCESS composite and ACCESS reading score are at the proficient level, or the student scores at proficient on the FAST ELA or FSA, the ELL committee will convene to determine if the student should exit or remain in the ESOL program.

Parents/guardians will be invited to participate in the ELL Committee meeting to determine whether the student continues to be classified as ELL or is exited. The parents'/guardians' wishes will always be taken into consideration. The findings of the committee and their recommendations will be kept on file.

The following process shall be followed by the ESOL Contact and the School's ELL Committee when exiting an eligible student from ESOL programming:

- Identify exit eligibility based on District ELL Plan criteria and the full evaluation and determination by the ELL Committee.
- Update the exit information on the individual student ELL folder.
- Complete the appropriate section of the ELL folder with the assessment data used to determine English proficiency, date and signature. Provides the school data specialist with required exit data. The required information is entered in the State Database and District MIS as required.
- Notify the parents during the ELL Committee meeting and in writing following the meeting in their native language.
- Monitor the student for two (2) years from the exit date to ensure success in the general education classroom.

Re-entry into ESOL Program

The ELL Committee will convene for exited ELL students who have shown a decline of 1.0 in their overall grade point average following their exit from ESOL programming. The ELL Committee may also convene for students who have shown a decline in three or more elements (other than GPA) as indicated on the LEP Post-Program Review. Other information such as standardized test scores, teacher observations, counselor referrals, and parent requests may also assist the School in determining the student's progress and the need for convening the ELL Committee. The committee will review all pertinent data and recommend an appropriate educational plan. The ELL Committee may recommend initiating a Progress Monitoring Plan (PMP) through the RtI process, referring for counseling or other student services, or reclassifying the student as ELL.

The basis and nature of the recommendations will be made in writing and maintained in the student's permanent cumulative record folder. If the ELL Committee determines that the student continues to have language needs, the student will be reclassified as an ELL and reassigned into the ESOL program. The ELL Committee must document at least two (2) of the five (5) criteria established by the state:

a. Consideration of extent and nature of prior educational and social experiences and a student interview.

b. Written recommendation and observation by current and/or previous instructional and support staff and administrators,
c. Evidence of non-mastery of basic competencies in English skills referenced standards,
d. Grades from current or previous years,
e. Other assessments and test results (not to include IPT, ACCESS 2.0 or FSA ELA Reading)

The data in Project ELL will be updated to reflect the reclassification information. An interim IEP Committee may be convened at any time during the two-year monitoring period to discuss the progress of an ESOL student with a disability. The monitoring period will be documented on the IEP.

7.D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

The School will operate as a double session school and offer at least two (2) daily instructional sessions for curriculum instruction, college and career preparation, and personal/social needs counseling. Students will choose to attend one of the sessions (or more as space permits). Thus, staffing levels are based on serving approximately 250 students in each of the sessions at full enrollment. The School anticipates serving a population of approximately 12% ELL students. This projection is based on applying a 1-2% increase over the percentage of ELL students currently being served in Manatee County schools within the target search area outlined in 2.D.:

High Schools	ELL %
Bayshore	16%
Braden River	5%
Lakewood Ranch	2%
Manatee	8%
Palmetto	7%
Southeast	20%
Average High School Percentage	**10%**

Middle Schools	ELL %
Braden River	9%
Buffalo Creek	3%
Carlos Haile	7%
Dr. Mona Jain	4%
Electa Lee	15%
Lincoln	15%
Martha King	7%
W.D. Sugg	29%
Average Middle School Percentage	**11%**

The School teaching staff will include at least one teacher in each of the sessions who has ESOL certification or endorsement and is also certified in a core subject area. The purposes of this position will be to provide staff support, with emphasis on programmatic assessment; scheduling; leading ELL committee meetings; monitoring former ELL students; and providing bilingual communication support to teachers, staff, and students. The employee in this position will interpret and translate classroom assignments, parent and student communications, and other school activities to support comprehension and transition for ELL students. This identified ESOL Contact will have a bachelor's degree in education, curriculum and instruction, or related field from an accredited college or university; teacher's certification with knowledge of the principles of secondary education, curriculum and instructional theory, use of data to drive program improvement; and the ability to communicate effectively both orally and in writing.

As stipulated in the Florida Consent Decree (META agreement), the School will also hire a bilingual Instructional Assistant when a minimum of 15 active students of the same home language are enrolled at the school.

Teachers who are required to obtain ESOL endorsements, or certification (Language Arts and Reading Teachers) will be notified by the school administrator of the requirements. In addition, teachers will be provided with training and professional development opportunities through the School District. It is the teacher's responsibility to complete each component within the timelines established by the Florida Consent Decree. Participants may enroll in courses offered during the first, second, and summer semesters.

All the School's staff members specifically the Principal, Assistant Principal, Reading, Language Arts and core content area teachers will be legally required to participate in training when they have an English Language Learner (ELL) student assigned to their class. Professional development will be available through local colleges and universities or through the School District's in-service training activities.

8. SCHOOL CULTURE AND DISCIPLINE

8.A. DESCRIBE THE CULTURE OR ETHOS OF THE PROPOSED SCHOOL. EXPLAIN HOW IT WILL PROMOTE A POSITIVE ACADEMIC ENVIRONMENT AND REINFORCE STUDENT INTELLECTUAL AND SOCIAL DEVELOPMENT.

It is the philosophy of the School to create a culture of caring, respect and results. A well-defined, universally communicated, and consistently enforced discipline code will ensure that students understand what is expected of them, the consequences for noncompliance, and the supports in place to help them succeed.

To promote a culture of caring, respect and results, students will be recognized regularly for meeting expectations and demonstrating success. Both schoolwide and classroom celebratory events will highlight students and their work. Teachers will make regular contact with parents to communicate and praise student progress. A student incentive program will also be implemented to reward students when they pass courses, pass state exams, demonstrate good attendance, demonstrate growth in their reading and math skills, and when they exhibit leadership or citizenship skills that represent the values of the School.

Through communication and enforcement of the Code of Conduct and Student-Parent Handbook (an example of this document is available here: Sample Student-Parent Handbook), the Board and School Administration will ensure that the staff is guided by the following philosophy:

- All negative behavior results in a consequence
- A positive and conducive learning environment cannot occur without maintaining order and discipline
- Discipline must be fair, firm, consistent, appropriate, and impartial
- Punishment must be appropriate for the misbehavior displayed
- Corporal punishment is not permitted
- All staff, parents, and students must be cognizant of the rules and what is expected of them
- All discipline must be consistent with all applicable laws and regulations related to student rights and due process

- A safe, clean, and orderly environment is an absolute prerequisite for effective teaching and learning. We will go the extra mile to help any student who wants to learn and better himself/herself; however, the School will not tolerate disruptive behaviors

The School will have a strict, consistently applied discipline policy for students who engage in fighting or other aggressive behavior. In addition, students who are disruptive or a danger to themselves or others will be dealt with immediately and in accordance with the School's Mental Health Assistance Plan. Required annual teacher professional development in *Handle with Care* will focus on helping teachers prevent and minimize disruptive and aggressive student behavior.

The School's service model includes a plethora of evidence-based activities that support the building and maintenance of a culture of caring, results and respect. Some of these key activities include but are not limited to:

- All staff members involved in daily student entry procedures where all students are greeted by name and recognized for attendance
- Teachers will make no less than one positive phone call home each month for each student
- Student achievement on reading growth, state assessments, attendance, course completions and graduation will be posted publicly on classroom and common area walls, school social media, and campus TVs to recognize and encourage students
- Monthly celebrations lead by school administration will highlight and celebrate notable individual student and schoolwide achievements
- The Career Coach will plan regular college and career fairs, college tours, and industry/career speakers to expose students to their post-secondary possibilities
- All staff will be trained on Youth Mental Health First Aide, Handle with Care, and a series of other annual development topics focused on effectively responding to the needs of an at-risk student population

8.B. State whether the applicant intends to use the local school district's code of conduct policy.

The School will follow the District's Code of Student Conduct.

9. SUPPLEMENTAL PROGRAMMING

9.A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

The School will sponsor student interest and need groups designed to enhance school culture, build student leadership skills, and provide added support to students. Some examples of these groups include Student Government; Book Club; Chess Club; School Philanthropy Club; Poetry Club; Job Club; and Teen Parent Group. These groups will occur weekly and students can choose to participate. These groups will not require additional funding.

If permitted by the School District, the school will allow student athletes to participate with their zoned district high school teams so long as they obtain and maintain the minimum academic and behavioral requirements as established by the District.

II. ORGANIZATIONAL PLAN

10. GOVERNANCE

10.A. DESCRIBE THE SCHOOL'S EXISTING OR PLANNED LEGAL STATUS, INCLUDING NON-PROFIT STATUS AND FEDERAL TAX-EXEMPT STATUS.

The applicant and governing entity for the School will be Florida High School for Accelerated Learning – Manatee, Inc., an existing, independent, Florida non-profit (Articles of Incorporation in Attachment H), which has applied to be an IRS 501(c)(3), tax-exempt organization (Attachment I).

10.B. PROVIDE THE FOLLOWING DOCUMENTS, IF AVAILABLE, AS ATTACHMENTS:

- **THE ARTICLES OF INCORPORATION FOR THE APPLICANT ORGANIZATION (OR COPIES OF THE FILING FORM) – ATTACHMENT H**
- **501(C)(3) TAX EXEMPT STATUS DETERMINATION LETTER (OR COPY OF THE FILING FORM) –ATTACHMENT I**
- **GOVERNING BOARD BY-LAWS – ATTACHMENT J**
- **GOVERNING BOARD CODE OF ETHICS AND CONFLICT OF INTEREST POLICY – ATTACHMENT K**

Each of the required documents has been included as the specified attachment.

10.C. DESCRIBE THE GOVERNANCE STRUCTURE OF THE PROPOSED SCHOOL, INCLUDING THE PRIMARY ROLES, POWERS, AND DUTIES OF THE GOVERNING BOARD; COMMITTEE STRUCTURE (IF APPLICABLE); AND HOW THE BOARD WILL INTERACT WITH THE PRINCIPAL/HEAD OF SCHOOL AND ANY ADVISORY BODIES.

The Board of Directors is the organization's governing body. As such, it will be responsible for ensuring compliance with the terms of its charter with the District, selecting the Principal, setting school policies, approving school budgets, and monitoring financial and student achievement objectives.

Specifically, the responsibilities of the Board shall include:

- Approval of operating policies and procedures
- Selection and engagement of the Education Service Provider (ESP), ALS Education, and oversight to ensure the ESP complies with all Florida laws and the terms of the Charter. Details about the selected ESP are included in Addendum B.
- Decision on whether the school will opt to receive a school grade or a School Improvement Rating as permitted by s. 1008.341, F.S.
- Approval of the annual budget
- Selection of Principal
- Review of Principal's job performance and professional development goals
- Review and decision on appeals of student disciplinary decisions
- Hiring an independent counsel to advise on all legal matters
- Hiring an accountant to perform bookkeeping services for the School
- Engaging an independent auditor to audit financial records in compliance with government auditing standards, pursuant to s. 1002.345(2), who shall submit the report to the governing body.
- Review and approve the audit report, including audit findings and recommendations for the financial recovery plan.

- Compliance with Florida's Public Records and Open Meeting Laws
- Documenting minutes, Board of Directors' actions, and approval of policies

The Principal, who is responsible for the day-to-day operations of the School, will have the most influence on the success of the School. The Principal will be a collaborative leader who will provide frequent and routine communications to the Board and stakeholders. The Principal will attend all board meetings to report on matters related to the daily operations of the school.

Ultimately, the success of the School requires cooperation between the Board of Directors and school leadership. The primary goal of both the Board and the school leaders will be to provide the best possible educational opportunities for students. To achieve this end, the Board, Principal and ESP will work together to ensure that the school is effective in achieving its mission at all times. The Board recognizes its ultimate responsibility as the governing authority over the charter and will take seriously its role in holding the school leader and ESP accountable for the roles they play in ensuring successful daily school operations.

10.D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

As outlined in the bylaws in Attachment J, the Board will hold no less than four (4) public meetings per school year, more than the two (2) meetings per year required by Section 1002.33(7)(d)2., Florida Statutes. The Board is also committed to holding all meetings in Manatee County, more than the number of annual and special meetings specified in its Bylaws.

The Board will comply with open meetings and records laws by: posting all scheduled meetings for the school year on the School website at the beginning of each school year; ensuring that all meetings are open to the public and provide an opportunity for public comment; providing reasonable notice (as required by Sunshine Law) of all its meetings, whether regularly-scheduled or special meetings, on the school's website and with postings on the school doors in advance of the meeting; and promptly recording the minutes of all meetings and posting them on the school's website.

10.E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise and constituencies that are / will be represented on the governing board.

There are currently three Directors on the Board for Florida High School for Accelerated Learning – Manatee, Inc. It is expected that these founding Directors will remain in place once the School is open and operational. Per the Bylaws in Attachment J, the board will always have at least three members but not more than seven. The board will strive to always reflect the ethnic and cultural diversity of the students and communities it serves, and to include people with a range of professional skills capable of the organizational, pedagogical, legal, and other tasks required to open, operate and provide substantial governance oversight of the school:

- **Dwight Barber, Board Chair**, has worked with Job Corps programs that served at-risk and second chance students. These experiences highlighted for him the significant need to educate and prepare youth to be successful and productive citizens. As a mentor and JROTC instructor at Lincoln Memorial, he guided at-risk students to get back on track academically and to work on

the areas they needed to succeed and graduate. He is also the founder and CEO of Veterans Community Housing in Palmetto that provides education, mentoring and counseling to veterans.

- **Lawrence Rose, Board Vice Chair**, is the founder and CEO of Replay Outreach in Bradenton, a community service organization that helps at-risk teens by guiding them in discovering their potential, passion, and purpose through training, mentoring and empowerment. Mr. Rose is also the Financial Planner for Prudential Advisors, providing fiduciary investment and insurance solutions for his clients.
- **Walter Loos, Board Secretary and Treasurer**, is a business owner and entrepreneur in Manatee County, operating several successful businesses in the Bradenton area. In addition, Mr. Loos has served at-risk youth in many capacities such as running a shelter for children, incarceration programs and providing social services for children.

10.F. Describe how board members have been and will be selected including term limits and selection of officers.

The founding governing board members came together because they had an interest in helping solve the growing problem of high school dropouts in Manatee County. All three of the current board members have experience working with at-risk youth and are deeply compelled to play an active role in helping students overcome the obstacles to academic and personal success through the proposed school model. The board is committed to recruiting additional members who can complement the background and skills currently represented on the board with the goal of fulfilling the school's mission.

Board members are elected to a three (3) year term. Each Director holds office for the term to which he/she is elected and until his/her successor is elected and qualified or until his/her earlier resignation, removal from office or death (Directors are not term limited). It is expected that the founding Directors will remain on the Board once the school opens and is operational; it is expected, however, that additional Board members with a common interest will be recruited. As outlined in the Bylaws in Attachment J, officers (Chairman, Vice-Chairman, Secretary and Treasurer) will be elected at the Annual Board of Directors meeting. The office of Chairman may only be held for two consecutive terms, with the Director serving as Chairman not to be re-elected to that position until he/she has not served in the position for one year.

10.G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

As demonstrated by their bios, the members of this Board have demonstrated their ability to be successful in the academic, operational and financial areas of charter school operation. The group intends to expand the board once its application has been approved to include professionals that will further enhance its expertise.

The Board of Directors will set policy and have ultimate authority and control over the School and hiring the Education Service Provider [ALS Education (ALS)]. The Board will meet at least quarterly, and at each meeting will expect school leadership and representatives from ALS to report on student achievement results. The Principal, with support from ALS, will be the policy-executor and undertake the day-to-day responsibility of carrying out the Board's directives.

10.H. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume.

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Dwight Barber	Current	Chairman	__x_ Information Sheet __x__Resume
Lawrence Rose	Current	Vice Chair	__x__ Information Sheet __x__ Resume
Walter Loos	Current	Secretary/Treasurer	__x__ Information Sheet __x__ Resume

Attachment L includes, for each member, a signed board member information form and resume.

10.I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

The non-profit, tax-exempt applicant corporation is governed by leaders of the community who are engaged in community or public service and committed to the success of public education. A diverse Board of Directors able to recognize, articulate, and address the needs of its students through educational policies and social outreach efforts is in place. New board members may be elected to the board by a vote of the majority of the board. The process for electing new members to the board is described in the board's By Laws in Attachment J.

The Board of Directors includes individuals with a range of professional skills capable of the organizational, pedagogical, legal, and other tasks required to govern the opening and operation of a public school in accordance with this proposed charter application. Board member backgrounds are included in Section 10.E.

In order to assure that all board members have the knowledge required to successfully open and oversee a charter school, all new members of the Board of Directors will complete the four-hour orientation and training required by Florida statute, which addresses: government in the sunshine; conflicts of interest; ethics; and financial responsibility.

In addition, training will include: the roles and responsibilities of Board members; the Florida statute and local regulations governing the operation of charter schools; and key measures of student achievement, including the school's operating and instructional objectives.

Within three years of initial training and every three years thereafter, board members will complete the required two-hour refresher course.

10.J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

The School's governing board is guided by a set of by-laws that define how the board will govern, including conflicts of interest. The By-Laws are included in Attachment J. Ethics and conflicts of interests are specifically addressed during the Board's orientation and governance training. The Board has developed a Code of Ethics (Attachment K) and will comply with the ethical standards of conduct set out in Sections 112.313(2), (3), (7), (12), and 112.3143(3), Florida Statutes.

Where any Board documents or policies are in conflict with Section 112.313(7) which provides in part, "No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee… nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties," such documents or policies will be amended at the next Board meeting following the discovery of the conflict.

Consistent with Florida law, each Board member will sign a Conflict of Interest statement prior to becoming a Board member and will sign annually thereafter. The Conflict of Interest Policy is also included in Attachment K.

10.K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

The school will form a School Advisory Council (SAC) in compliance with section 1001.452, Florida Statutes. The SAC will assist in the preparation and evaluation of the School Improvement Plan (SIP) and act as a resource to the school principal. The SAC will provide suggestions, strategies, and feedback as they evaluate the SIP. The SAC will review student achievement data and make recommendations. The committee will monitor the SIP and progress toward goals throughout the year. The SAC will review activities from the budget and determine which activities or events will enhance student achievement. At least one governing board member shall be a member of the SAC and the final School Improvement Plan developed for each school year shall be presented to the governing board for additional review, feedback, and approval.

10.L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

The School has a comprehensive plan for resolving disputes between parents or students and the School. Parents and students are informed of the dispute resolution process as it is outlined in the Student-Parent Handbook, which they receive and sign upon the student's enrollment. Disputes with parents/guardians or students will be handled initially by the Principal or Assistant Principal in a professional manner, with dignity and respect.

- Depending on the nature of the dispute, the administrator (who may be either the Principal or Assistant Principal) will escort the parent/guardian or student to a private area to determine the nature of the complaint and begin collecting all of the relevant information and data (who, what, when, why, and where), to include parental concerns involving communication of student welfare.
- The administrator may include other School staff in the meeting to assist in determining other details related to the complaint/issue.
- The administrator will inform the parent/guardian or student that a full investigation of the complaint will be undertaken, and a resolution provided in a reasonable, agreed-upon timeframe.
- Depending on the nature and severity of the dispute, the administrator will inform the Board Chair of the complaint and the plan to address the complaint.
- The follow-up communication with the parent/guardian or student will be accomplished in an appropriate manner and may include a meeting at the School or telephone call with the appropriate administrator to discuss the results of the investigation and next steps.
- If the parent/guardian or student is not satisfied with the results, then the administrator will offer to refer the dispute to the Board.
- The Board shall have final authority to hear and decide on actions required in response to any/all legitimate student or parent concerns.

In turn, if there is a concern or dispute by a parent/ guardian or student against the principal, the parent/ guardian or student has the right to raise the concern directly and immediately with the Board for action and/or resolution.

The School will also comply with s. 1002.33(7)(d)1. F.S., which requires that each charter school's governing board appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns and resolve disputes. Contact information for the parent liaison will be made public and available as required. The representative will reside within the boundaries of the School District.

11. MANAGEMENT AND STAFFING

11.A. SUBMIT AS ATTACHMENT M ORGANIZATION CHARTS THAT SHOW THE SCHOOL GOVERNANCE, MANAGEMENT, AND STAFFING STRUCTURE IN

- THE PRE-OPERATIONAL YEAR;
- THE FIRST YEAR OF SCHOOL OPERATIONS;
- AT THE END OF THE CHARTER TERM; AND
- WHEN THE SCHOOL REACHES FULL CAPACITY, IF IN A YEAR BEYOND THE FIRST CHARTER TERM.

Organization charts are included in Attachment M for (1) the pre-operational year; and (2) all subsequent years of operation. As noted in the chart for the first and subsequent years of operation, the number of teachers will be adjusted so that there will always be one teacher for every classroom of 25 high school students and 22 middle school students. In order to ensure that all courses offered are covered by a credentialed teacher, the School will aim to hire teachers with multiple subject-area certifications. Because the number of students in special populations may vary from year to year, staffing for ESE, Reading, and ESOL support will be continuously reviewed and monitored to ensure adequate support and compliance with state regulations. When necessary, additional staff or contracted support will be hired.

11.B. Identify the Principal and provide as attachment N the proposed job description. If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

A Principal candidate has not yet been identified. A Principal Job Description is included as Attachment N. The ideal candidate for the Principal position will be an experienced education leader who has demonstrated an ability to successfully lead and inspire students and staff. He/she will also be skilled at building and managing internal teams as well as collaborating with other stakeholders in the community to build partnerships that are beneficial to students' success.

Once the charter application is approved, the recruitment and hiring process will proceed as follows:

1. A nationwide search will be conducted, including referrals from board members, job postings in *Education Week*, Indeed, LinkedIn, CareerBuilder.com, and other pertinent publications.
2. Initial screening interviews will be conducted by phone to ensure that candidates meet expected qualifications.
3. Face-to-face interviews will be conducted on-site at another ALS managed campus.
4. Background and extensive reference checks will be conducted for final candidates.
5. Final candidates will be presented to the governing board for vetting and board interviews. The governing board will make the hiring decision and alert the ESP.
6. Upon the return of a successful background checks, an offer of employment will be extended to the candidate, offering a compensation and benefits package competitive with the local job market.

The qualifications for the School leader are outlined in See Attachment O.

11.C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

As outlined above, the School will be led by a Principal who will be a qualified education leader. The other administrator will be the Assistant Principal, whose job description is in Attachment P.

The organizational and management structure of the School will facilitate the delivery of instructional and support services to students in an effective and efficient manner. As shown in the organizational chart in Attachment M, the Principal will be the direct supervisor of all of the educators at the School including content area teachers, ESE teachers, and all other instructional personnel.

All staff members will receive their job descriptions and will be held accountable for the primary responsibilities in the job descriptions.

The School will comply with and meet all requirements of the School District's charter school policy and any amendments thereto. Additionally, the School will meet all applicable state and local health, safety and civil rights requirements as required by Section 1002.33(9)(e), Florida Statutes.

11.D. PROVIDE A STAFFING PLAN FOR EACH YEAR OF THE CHARTER TERM THAT INCLUDES ALL ANTICIPATED PERSONNEL AND IS ALIGNED WITH THE SCHOOL'S PROJECTED ENROLLMENT AND WITH ALL OTHER SECTIONS OF THE APPLICATION. PROVIDE AS ATTACHMENT Q THE PROPOSED JOB DESCRIPTION AND QUALIFICATION REQUIREMENTS FOR THE SCHOOL'S TEACHERS.

STAFFING CHART						
	Start-Up	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
PROJECTED ENROLLMENT						
October		140	300	375	400	450
February		260	400	475	500	500
PROJECTED AVERAGE ENROLLMENT		200	350	425	450	475
PROJECTED STAFFING						
Position						
Classroom Teachers (NOTE: English Teachers will have ESOL Endorsement or ESOL Certification* One of these teachers will be the ESOL Contact, who will be fully trained in all State and Local ESOL procedures and will play the lead role in ensuring compliance and effective ESOL programming for all eligible students.)		5.00	7.00	9.00	9.00	9.50
ESOL Instructional Assistant* (If there are 15 students speaking the same native language, at least one aide or teacher proficient in the same language and trained to assist ESOL instruction will be added)		1.00	1.00	1.50	1.50	1.50
Total Instructional	**-**	**6.00**	**8.00**	**10.50**	**10.50**	**11.00**

ESE Teacher*		1.00	1.00	1.50	1.50	2.00
Reading Teacher*		1.00	1.00	1.00	1.00	1.00
Math Interventionist		0.00	1.00	1.00	1.00	1.00
Total Specialty	**-**	**2.00**	**3.00**	**3.50**	**3.50**	**4.00**
Family Support Specialist		0.50	1.00	1.00	1.00	1.00
Career Coach		0.50	1.00	1.00	1.00	1.00
Data Specialist		1.00	1.00	1.00	1.00	1.00
Total Pupil Personnel		**2.00**	**3.00**	**3.00**	**3.00**	**3.00**
Principal (3 months in start-up)	1.00	1.00	1.00	1.00	1.00	1.00
Asst Principal (3 months in start-up)	1.00	1.00	1.00	1.00	1.00	1.00
Total Administrators	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Enrollment Administrative Specialist (3 months in start-up)	1.00	1.00	1.00	1.00	1.00	1.00
Total Admin Support	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**
Security**		1.00	1.00	1.00	1.00	1.00
Total Security	**-**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**
TOTAL	**3.00**	**14.00**	**18.00**	**21.00**	**21.00**	**22.00**

**Staffing for ESE, Reading and ESOL support will be continuously reviewed and monitored to ensure compliance with state regulations and adequate support for these special populations. When necessary, additional staff or contracted support will be hired to meet the aforementioned regulations.*
***This "Security" specialist role is in addition to the School Resource Officer role defined by The Marjory Stoneman Douglas Act*

11.E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

The standards, job requirements, and duties of instructional staff are included in Attachment Q. All teachers will be certified consistent with the provisions of section 1012, F.S.

The steps in the recruitment and hiring process will generally follow the steps below, but may be modified slightly for particular positions:

(a) A nationwide search will be conducted, including referrals from board members, job postings in *Education Week*, Indeed, LinkedIn, CareerBuilder.com and other pertinent publications.
(b) The Principal or designee will review all resumes for teachers and staff.
(c) First round interviews will be conducted with the Principal or Assistant Principal.
(d) Background and extensive reference checks will be conducted.

(e) Upon the return of a successful background check, an offer of employment will be extended to the candidate, offering a compensation and benefits package competitive with the local job market for teachers and support staff.
(f) The governing board shall approve all new hires at regularly scheduled board meetings.

All faculty and staff will have the certification, endorsement, or other credentials required for their positions. All staff will participate in intensive new-hire training described below in the section entitled Professional Development. The ESP will provide intensive recruitment services to assist the Board and the school leadership in ensuring high quality talent for all school roles. The ESP will also provide vetting support to ensure that all potential staff members have the required credentials and necessary experience to perform the expected roles.

12. HUMAN RESOURCES AND EMPLOYMENT

12.A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts

The employees of the School will be employed by the ESP selected by the Board. As such, they will be privately employed. The Board may, at some point, contract with an employee leasing company, hire specific service providers for personnel and benefits, or negotiate other arrangements to ensure that the School will attract and retain the best possible faculty and staff. School employees shall have the option to bargain collectively, as required by Section 1002.33(12)(b), Florida Statutes.

The nature of the employment relationship between the ESP and its employees will be "at-will."

12.B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

The School intends to use a Teacher Evaluation System and School Leader Evaluation System based on the research of Marzano and aligned to *The Art and Science of Teaching*, and s. 1012.34, F.S. Consistent with the requirements of s. 1012.34, F.S. (the Student Success Act), using the Marzano based teacher and leader evaluation system, the School is committed to a rigorous and comprehensive performance evaluation system for both administrators and instructional personnel. The Marzano based teacher evaluation system focuses on the domains of effective teaching including classroom strategies and behaviors, planning and preparing, reflecting on teaching, and collegiality and professionalism. Each domain includes specific performance indicators assessed through observations, student data, and professional artifacts. The school leader evaluation system evaluates leadership effectiveness in domains such as data-driven focus on school improvement, instruction of a viable and guaranteed curriculum, recruitment and continuous development of teachers and staff, community of care and collaboration, core values, and resource management. These systems meet the requirements of s.1012.34, Florida Statutes. The school will use Marzano's Deliberate Practice to provide a focused approach to professional development where teachers actively engage in specific activities designed to

improve their teaching skills in targeted areas. The Deliberate Practice may be used as an option in place of the Individual Professional Development Plan (IPDP) for all instructional staff if the district/school follows the FDOE approved model and at least one of the Deliberate Practice growth targets is developed with consideration of appropriate student growth data. A Deliberate Practice Guide aligned to the state model will serve as a way for teachers to grow through a series of planned activities and professional development, reflection, and collaboration. The School's Deliberate Practice Plan will follow the Inclusive Method and be part of the individual's Instructional Practice Score, which is fifty-five percent (55%) of the overall evaluation. The regional director will conduct the evaluation of the principal, and the principal will conduct all teacher evaluations aligned with s. 1012.34, F.S. The regional director and principal will document the evaluations in iObservation. iObservation is an electronic management tool developed by Learning Science International and configured to the School's Teacher and Leader Evaluation System. In addition, iObservation will be used to document, and track the Deliberate Practice Plan. The administration will use the evaluation tool to guide professional learning for the staff members at the school.

12.C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

The Board will assure, through its oversight of the School's budget, that a competitive, comprehensive salary and benefit package is used for attracting and retaining top-notch teachers, administrators, and other staff members. In addition to the established salary structure, the Board will require that the ESP implement a pay for performance plan consistent with Florida Statute and FDOE requirements. The Budget (Attachment X) takes into consideration the School's plan for pay for performance. Salary increases will be determined as follows:

- The criteria for earning the salary adjustment will be based on the School's approved evaluation system as described in section 12.B. and 13.A.3.
- Fifty percent (50%) of the funds will be used for salary adjustments and related benefits for FICA. Those who scored at *Effective* will receive at least Fifty percent (50%) and no more than 75% of the annual adjustment provided for those who scored at Highly Effective.
- Fifty percent (50%) of the funds will be used for a one-time salary supplement for those instructional personnel with certification(s) in critical teacher shortage areas (as identified by State Board of Education). Those with three or more certifications in critical teacher shortage areas will receive seventy-five percent (75%) more than those with one teacher shortage area on a professional or temporary teaching certificate. Those with two certifications in critical teacher shortage areas will receive fifty percent (50%) more than those with one certification in a critical teacher shortage area.

The salary ranges shall be consistent with current School District ranges and be evaluated regularly to ensure that they are competitive and support talent retention. Anticipated ranges based on current scales are as follows:

- Principal $95,000-$100,000
- Assistant Principal $60,000-$65,000
- Career Coach $42,000-$48,000
- Data Specialist $30,0000-$35,000
- Enrollment Administrative Specialist $32,500-$37,500
- Family Support Specialist $45,000 - $55,000

- Instructional Assistant $14.42 - $15.86 per hour
- Security Specialist $16.00 - $18.00 per hour
- Core Teachers $47,500 – $49,000
- Reading Teachers $48,000 - $50,000
- ESE Teachers $48,000 - $50,000

The School intends to offer the following components in its compensation plan:

- Competitive salary scales
- Health Insurance:
  - Medical insurance
  - Vision insurance
  - Prescription drug plan
  - Life Insurance
  - Supplemental Life Insurance
  - Short-term disability insurance
  - Employer Paid Long-Term disability insurance
  - Supplemental Long Term disability insurance
  - Employer Supplemented Health Savings Account
  - Health Care Reimbursement Account
  - Dependent Care Reimbursement Account
- 401(k) retirement program w/ Employer Match
- Professional Development Opportunities
- Promotion/Growth Opportunities
- Paid Leave – sick/personal/bereavement and jury duty
- Paid Holidays
- Tuition Reimbursement

12.D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

The hiring process will generally include the following steps but may be modified slightly for particular positions: The Principal will review resumes for all staff. All faculty and staff will be screened to ensure that they have the licensure, certification, endorsement, and/or other credentials required for their positions. First round of interviews will be conducted with the Principal or Assistant Principal. Background and extensive reference checks will be conducted. ALS will conduct a background check which includes a Social Security Trace, County Criminal, Statewide Criminal, Federal Criminal, Sex Offenders, and Education / Certification verification. Candidates will then be sent to the District per defined protocol for FBI fingerprinting and any other district clearance protocol. Upon the return of successful background checks by both the District and the ESP, an offer of employment will be extended to the candidate.

In the event an employee is not meeting the expectations of his/her job description, the School will implement progressive discipline procedures. The steps involve counseling employees, providing professional development and support, and evaluating the employee's performance. If, despite all attempts to assist the employee, he/she is not meeting the expectations of his/her job description, then the School will follow due process, as outlined in Section 12.F. below, to dismiss the employee.

12.E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Personnel Policies are included as Attachment R

12.F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

Although the Board oversees the overall operation of the school, its draft contract with the ESP (see Attachment EE), assigns the ESP the responsibility and authority to select, evaluate, assign, discipline, transfer and terminate personnel.

In the event an employee is not meeting the expectations of his/her job description, the School will implement progressive discipline procedures. The steps involve counseling employees, providing professional development and support, and evaluating the employee's performance. If, despite all attempts to assist the employee, he/she is not meeting the expectations of his/her job description, then the School will follow due process, as outlined below, to dismiss the employee.

- A Termination Checklist will be completed by the Principal (or the Principals supervisor) that includes, in writing, the reasons for the termination, and supporting documentation.
- Information submitted along with the personnel file will be reviewed by a trained human resource professional.
- If a decision is made to proceed with termination, a full Human Resources Review, Legal Review, and Stakeholder Review will be completed.
- Once all portions of the termination checklist are complete, the completed termination checklist will be forwarded to all appropriate parties for signature.
- If all items are not in place, documentation is not clear and concise, or if all employees in similar situations are not receiving the same action (if appropriate), the Principal/Regional Director will be advised regarding appropriate actions needed to continue the improvement process with the employee.
- Leadership and staff turnover data is analyzed on an ongoing basis to identify any potential trends and to inform employee relations strategies that lead to higher staff retention rates. Once staff vacancies are identified, the hiring manager works with the Human Resource department to advertise the vacancy and screen for the most qualified candidates.

13. PROFESSIONAL DEVELOPMENT

13.A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

13.A.1. Identify the person or position responsible for overseeing professional development activities.

School leaders will support teacher professional development and structured professional learning that results in changes to teacher knowledge, practices, and improvements in student learning outcomes. Both formal and informal opportunities for teachers to learn and enhance their teaching is crucial to school improvement and student success. Both the Principal and Assistant Principal will collaborate to determine the needs of teachers and staff to ensure delivery of appropriate and effective professional development activities. School Leadership will be responsible for overseeing all professional development activities, with support from the ESP's Curriculum and Instruction Team. School leadership will organize and schedule the activities throughout the year and ensure professional development is aligned to the School Improvement Plan and rooted in best practice research supporting the growth of teachers.

Likewise, school leaders will participate in a regular cadence of leadership development opportunities through participation in internal and external leadership conferences and professional learning community (PLC) meetings. PLCs will focus on high impact leadership strategies that result in the attainment of key performance indicators.

13.A.2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

The core purpose of the School's professional development is improving student achievement. Teacher training and professional development will be aligned to the standards required by s. 1012.98 –School Community Professional Development Act, F.S. The School's systems and structures are set up to provide high quality job embedded learning experiences for all staff. Professional Learning is aligned to school goals; differentiated; linked to real issues; and provides both individual and collaborative opportunities for learning. The sharing of best practices and the use of formative feedback drives a culture of continuous improvement aimed at providing the best opportunities for teaching and learning. Professional development is rooted in best practice research supporting the growth of teachers.

The key drivers for professional learning within the School will be the following: grassroots communication systems and protocols driven through a teacher leadership pipeline/leadership pathway; the establishment and growth of teaming structures through professional learning communities; peer observation and formative feedback; peer coaching and mentoring and relevant professional learning content. Teachers may also participate in district-sponsored trainings, as well as local, state, and/or national conferences.

The effectiveness of school professional development initiatives shall be evaluated based on post training and PD feedback/surveys provided by participants. Effectiveness will also be evaluated based on the overall success in accomplishing the established objective for each initiative as determined by the accomplishment of key performance indicators at the participant or school level. Trainings or PD initiatives that fail to achieve desired results will be reviewed by school leadership and the ESP to refine and improve.

13.A.3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

All leadership, instructional, and support staff will participate in two weeks of summer professional development prior to the beginning of school during the first year of operation and during the full week before school opening each year thereafter. Topics will be aligned to job-specific expectations, skills, and competencies. All employees will be trained on their roles and responsibilities and their role in implementing the School's defined service model.

Ongoing professional development, dedicated to personal and professional growth, will occur on a weekly basis as well as during scheduled professional development days as part of the school calendar. At a minimum, once each month, staff meetings will also be dedicated to professional development. Teachers and staff will participate in required state and local school district professional development and additional training identified in their Deliberate Practice Professional Growth Plan.

The School will use a blended model of professional development to deliver and support relevant learning opportunities for teachers and staff. The professional development modules are:

- Evidence-based and targeted for success with high need students;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of the School; and
- Synchronous and asynchronous for efficient use of time.

Professional learning modules and activities will focus on the use of flexible class periods, integration of technology into instruction, familiarity with a variety of learning activities to engage students in higher-order competencies, differentiation of instruction, research-based instructional strategies, coaching and mentoring, team teaching, and development and use of assessments to establish uniform coverage and external evaluations in common courses.

Online professional development will consist of participating in blended trainings or online courses in the School's Intranet and Learning Management System (LMS). Both the LMS and iObservation will be available 24/7 from any workstation with Internet access. The LMS, a tool for tracking, monitoring, and delivering online training, will also be available at all times via any Internet-based workstation. The LMS contains self-directed, online courses that may be used for both personal and professional growth. iObservation, which is a tool for managing teacher and leadership evaluation, also contains a resource library of videos and print resources. The discussion feature of iObservation allows for collaboration and sharing of ideas/resources among all schools resulting in Professional Learning Communities within or among schools. The School's Intranet also will contain professional development resources and training modules which can delivered synchronously or asynchronously. All training will be tracked on the LMS and professional development will be aligned to the Florida Professional Development Protocol, Third Cycle.

Professional development will be delivered by internal and external subject matter experts. Staff and administrators may also participate in district-sponsored trainings as permitted, as well as local, state, and/or national conferences.

The School will use the Teacher Evaluation System and School Leader Evaluation System (based on the research of Marzano and aligned to *The Art and Science of Teaching*, and s. 1012.34, F.S.). The systems meet the requirements of s. 1012.34, Florida Statutes. Deliberate Practice may be used as an option in place of the Individual Professional Development Plan (IPDP) for all instructional staff if the district/school follows the FDOE approved model and at least one of the Deliberate Practice growth targets is developed with consideration of appropriate student growth data. A Deliberate Practice Guide aligned to the state model will serve as a way for teachers to grow through a series of planned activities and professional development, reflection, and collaboration. The School's Deliberate Practice Plan will follow the Inclusive Method and be part of the individual's Instructional Practice Score, which is fifty-five percent (55%) of the overall evaluation. iObservation, an electronic management tool developed by Learning Science International and configured to the School's Teacher Evaluation System, will be used to document and track the Deliberate Practice Plan.

Training and training plans will align with Florida's Protocol Standards – Third Cycle and will emphasize initiatives currently influencing education in the state, including the Florida Standards and high-quality assessments, using data systems to inform instruction, improving educator and principal effectiveness through personnel evaluation systems, and focusing on interventions that support struggling students. Training evaluation will be conducted on a regular basis to inform the School about the effectiveness of current professional development practices and guide the content, form, and structure of future endeavors.

13.A.4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

All leadership, instructional, and support staff will participate in two weeks of summer professional development prior to the beginning of school during the first year of operation and during the week before school opening in each year thereafter. Topics will be aligned to job-specific knowledge, skills, and competencies to ensure that all administrators and staff are successful. Ongoing professional development, dedicated to personal and professional growth, will occur on a weekly basis as well as during scheduled professional development days as part of the school calendar. Teachers and staff will also participate in required state and local school district professional development and additional training identified in their Deliberate Practice Professional Growth Plan. Instructional staff will also have access to a comprehensive online resource library with on-demand professional development resources through iObservation©.

The timeline for professional development for the first year of School's operation is as follows:

May - July:	Job specific training for Principal and Assistant Principal
June – July:	Job specific training for the executive assistant and data/enrollment specialist
June:	Leadership Conference for Principal and Assistant Principal (three days)
August:	All Staff Training (two weeks prior to student start date)
October 1:	School Professional Development Plan written (completed earlier if required by the School District)
October 31:	Deliberate Practice Plans written
Sept. – May	Weekly training and Professional Learning Community meetings

Professional development timelines will be adjusted based on requirements outlined in the School's Teacher and Leadership Evaluation Systems. Additionally, the school will follow the district instructional calendar to include the inclusion of dedicated professional development days staggered throughout the school year. Principals will align professional development day plans with their annual school improvement plan and will take advantage of content specialists and training professionals from the ESP to support PD initiatives.

14. STUDENT RECRUITMENT AND ENROLLMENT

14.A. DESCRIBE THE PLAN FOR RECRUITING STUDENTS THAT WILL RESULT IN THE SCHOOL MEETING ITS PROJECTED ENROLLMENT. INCLUDE STRATEGIES FOR REACHING THE SCHOOL'S TARGETED POPULATIONS AND THOSE THAT MIGHT OTHERWISE NOT HAVE EASY ACCESS TO INFORMATION ON AVAILABLE EDUCATIONAL OPTIONS INCLUDING, BUT NOT LIMITED TO, FAMILIES IN POVERTY; ACADEMICALLY LOW-ACHIEVING STUDENTS; STUDENTS WITH DISABILITIES; AND ENGLISH LANGUAGE LEARNERS.

Prior to the School opening, a variety of methods will be used to attract students. Some of these methods may include, but are not limited to:

- Informational meetings with local community, civic and religious organizations, community leaders, and other people who may be able to inform families and students about the School and make appropriate referrals.
- Outreach to local district school principals and guidance counselors to make them aware of the school and it's benefits to students who have recently dropped out of high school or are at high risk of dropping out or not advancing to high school.
- In-depth briefings with organizations such as Junior Achievement, Boys and Girls Club, Urban League and 100 Black Men of America to explain the program and establish a referral network.
- Developing a digital web presence and advertisements to our target population across Google, social media, maps, and more to make the School discoverable and accessible.
- Distribution of printed materials in various languages, including tri-fold brochures, flyers, and post cards, in the local communities and schools with information about the School.
- Toll-free enrollment information number posted on website and included on enrollment and recruitment literature.

Other strategies that may be used include advertising in local community newspapers (particularly those published for minority groups) or contacting community social service organizations that target the at-risk and/or dropout population (youth organizations, courts, churches, etc.). In addition, a multitude of social media advertising, including an online application process, will be included to promote the program. "Outreach" may also include an emphasis on the services the School can provide for English for Speakers of Other Languages (ESOL) students. The School will use multi-lingual advertisements and materials.

Once the School opens, it is expected that as a result of outreach efforts, students will be recommended to the school from surrounding public schools by counselors who have identified them as not making appropriate academic progress to graduate on time or is at risk of dropping out or not advancing to high school. Students will be referred to learn more about the School if, in the opinion of the counselor, our program could be a good fit in helping them stay in school and get back on track toward graduation.

After enrollment, the School will communicate student performance, graduations, and other news to their referring schools to showcase the progress of former students and highlight success stories. If a student enrolls and it is determined that the blended instruction and self-paced environment is not a good fit for the student's individual needs, the School will work with the referring school for a more appropriate placement. In accordance with our mission, year-round open enrollment will be available, enabling students to enroll and complete graduation requirements at any time during the school year.

In accordance with 1002.31(2)(a), F.S., the School will accept a student from any school district in the state who is not subject to a current expulsion or suspension.

In compliance with s. 1002.33(17)(a)(4) F.S., enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. The School will also not discriminate in its student admissions policies on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

14.B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

In order to promote a neighborhood school environment that reflects the racial and ethnic balance of the community in which it exists, the marketing strategy will target students in the immediate vicinity of the school location. Marketing to residents in the nearby surrounding communities and neighborhoods will be the primary focus. Marketing visuals will include demographics that are representative of the community – including real students – and targeted across all appropriate populations. (e.g., geographic, ethnic, age, etc.).

We anticipate that the majority of students will live within a 5-mile radius of the school and, thus, reflect the local community being served. Targeted marketing, including tri-fold brochures, flyers, posters, post cards, and digital marketing will be used to focus on this geographic area. See Marketing Examples in Attachment FF.

14.C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

(1) Enrollment

Pursuant to Section 1022.33(10)(b), F.S., the School will enroll any eligible student who submits a timely application unless the number of applications exceed the capacity of a program, class, or building. In such cases, all applicants shall have an equal chance of being admitted through the lottery process. Enrollment will also follow s. 1002.33(15)(c), F.S., which includes enrolling students according to racial/ethnic balance provisions in s. 1002.33(7)(a)(8) F.S. In accordance with s. 1022.33(10)(d), F.S., the School will give enrollment preference to the following populations: (1) siblings of a student enrolled in the School; (2) children of a founding board member of the School; and (3) children of a School staff member.

The School will open an Enrollment Office in or near the school facility within two months of school opening to begin attracting and enrolling students for the start of the school year. After the start of school, the enrollment office in the School will offer daily open enrollment for students who wish to enroll, space permitting, until the School reaches capacity.

Our admission and enrollment processes will be student-centered and friendly. As part of our mission, we will have year-round open enrollment. Students from our target population tend to drop out of

school at various times during the year; therefore, we need to be able to enroll and engage students as they come.

When contacted by interested students and/or their parents online, over the phone, or in person, the School will guide the interested student through the following process:

- The Enrollment Administrative Specialist will arrange an initial visit and tour for the student and/or parent.
- The student/parent will meet with the Enrollment Administrative Specialist to discuss the student's needs and expectations as well as the School's mission, procedures and probable timeline to graduation.[56]
- All students desiring enrollment in the School will participate in a school tour and complete an application (see Attachment S). Each application will be time and date stamped.
- If the School has open space, the enrolling student will be admitted immediately. If space is not available, the student will be entered into the lottery as described below.
- Upon enrollment, the School will request transcripts and records related to academic history and other relevant information from all the schools that the student previously attended.
- Student will provide information regarding family commitments, employment commitments, and transportation plan.
- Student will complete assessments to determine academic skill levels and vocational interests.
- Student will meet with teachers, administrators, and/or other appropriate school staff to review assessment information and establish the student's Individual Success Plan (ISP). The ISP can be viewed through the School's MySuccess Dashboard to monitor progress.
- Parents will have viewing access to their students' MySuccess Dashboard through the parent portal. The parent portal will serve as the communication tool for parents to access information about their student's progress.

The enrollment packet also outlines the responsibilities of the parents and enrolling students. All school district required documents, forms and policies will also be included in the new student enrollment process as applicable.

Following the enrollment process, each student who is admitted and accepts enrollment will participate in a two-day new student orientation that provides information concerning the program, assessments, procedures, and expectations.

(2) Lottery

In the event that the number of all eligible applicants for enrollment exceeds the School's capacity, the School will perform a random selection process to determine which students are enrolled and which students are placed on a waiting list in the order determined by the lottery.

In accordance with s. 1022.33(10)(d), F.S , the following categories of students will be exempted from the lottery process: (a) Siblings of existing students; (b) Children of a board member; or (c) Children of an employee of the School.

[56] Prior to the opening of the School, the Board would appreciate the opportunity to work with Manatee Public Schools to understand / develop policies for re-enrollment in the student's home school for graduation or transfer of credits so that these policies may be fully explained to the student / parent prior to enrollment.

The Principal or his/ her designee will manage the lottery process and maintain appropriate documentation thereof.

1. Upon application approval, the School will begin accepting applications.
2. If the number of applicants is fewer than or equal to the number of available slots, each qualified applicant will be accepted and enrolled.
3. If the number of applicants meeting the established criteria of this application exceeds the stated capacity of the school, each additional student will be placed in a random lottery.
4. Board members will be notified of the lottery and invited to conduct the drawing for the available slots in the presence of two staff members and participants from the community.
5. Each application will be given a number, and all numbers will be placed in a container. Numbers will be drawn on a random basis and all slots will be filled based on the order of the drawing. All numbers will be picked and the remainder will be used to create the waiting list (the list will be developed based on the number order).
6. There will be at least two (2) staff members present during the lottery drawing, and the lottery will be advertised and open to the public.
7. After the lottery is completed, students will be contacted in the order in which names were randomly drawn and established on the waiting list.
8. As openings are available, and new applicants are added, names will be re-drawn from all names to date (less those accepted/withdrawn/removed by request) by subsequent random lottery drawings.
9. The parent, or eligible student, will have forty-eight (48) hours to accept/refuse the opening and must submit all required documentation for enrollment into the program within seven (7) days after the opening is offered. Should the applicant decide to accept the offered seat, a confirmation email will be sent within forty-eight (48) hours of the student's response. The email will contain instructions for completing the enrollment and registration process. If the parent, or eligible student, is not able to complete the enrollment process, the space will go to the next student on the waiting list. Applicant names for parents/eligible students who do not respond within forty-eight (48) hours or who do not accept the available space, will be removed from the list and will be required to reapply in the future if they would like to be considered in the lottery process at a later date.

15. PARENT AND COMMUNITY INVOLVEMENT

15.A. BRIEFLY EXPLAIN THE GENERAL PLAN TO ENGAGE PARENTS IN THE LIFE OF THE SCHOOL (IN ADDITION TO ANY PROPOSED GOVERNANCE ROLES DESCRIBED IN PREVIOUS SECTIONS OF THIS APPLICATION, IF APPLICABLE) AS WELL AS PLANS FOR REGULAR COMMUNICATION WITH PARENTS ABOUT SCHOOL MATTERS. THIS *COULD* INCLUDE BUILDING FAMILY-SCHOOL PARTNERSHIPS TO STRENGTHEN SUPPORT FOR LEARNING, VOLUNTEER OPPORTUNITIES, OR ACTIVITIES THE SCHOOL WILL SEEK FROM, OR OFFER TO PARENTS. THIS *MUST* INCLUDE THE GOVERNING BOARD'S APPOINTMENT OF A REPRESENTATIVE TO FACILITATE PARENTAL INVOLVEMENT, PROVIDE ACCESS TO INFORMATION, ASSIST PARENTS AND OTHERS WITH QUESTIONS AND CONCERNS, AND RESOLVE DISPUTES, S. 1002.33(7)(D)1., F.S.

Parents will have a multitude of opportunities for involvement in their student's education. At the time of initial enrollment, parents will be invited to attend an enrollment/orientation session with the student during which time opportunities, expectations, and requirements of the program will be clearly explained. This orientation session will include resources and support that parents/guardians will have access to for daily student progress monitoring and communications. Throughout the year, parents will be encouraged to visit the school and to participate in regularly organized school functions

and events, including school sponsored workshops, open houses, parent nights, teacher conferences, and student award ceremonies.

Parents will also have access to view their student's MySuccess Dashboard. Through the Dashboard, parents can track student course performance and progress in real time. They can also see their students' attendance record, reading growth, progress toward promotion or graduation, and their full ISP. They can see the short-term and long-term goals set by their student and can view any written feedback provided to their student by school staff. The MySuccess Dashboard is mobile accessible and provides a powerful tool to ensure that Parents have visibility to their student's success.

Additionally, an annual Parent Satisfaction Survey will be administered to assess school performance as judged by parents/guardians. The results of this survey will be considered by school leadership as well as the Board as important input regarding the success of the School and opportunities for continuous improvement.

The School will comply with s. 1002.33(7)(d)1., F.S., which requires that each charter school's governing board appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative will reside within the boundaries of the School District.

In compliance with section 1116 of the federal Every Student Succeeds Act (ESSA), if the school receives funding under Title I, Part A, it will jointly develop with, and distribute to, parents and family members of participating students a written parent and family engagement policy. This includes convening an annual meeting at a convenient time to which all parents of participating students shall be invited and encouraged to attend to inform them of their right to be involved; offering a flexible number of meetings on different days and at different times to accommodate parent involvement; and involving parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs offered under Title I, Part A.

15.B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

A key differentiator of the School will be the provision of social, behavioral, and crisis intervention services to students and their families. The Board intends to partner with community groups to include by not limited to: social service agencies, faith-based organizations, university/college schools of social work and counseling, mental health providers, substance abuse counselors, and anti-gang intervention groups. These supportive partnerships will result in the direct provision of social and behavioral health services as well as mentoring, advocacy, and community-wide influence to create employment and postsecondary opportunities. The Board understands that unless social, behavioral, and emotional needs are effectively addressed, learning will be difficult and academic growth will be an unrealistic objective.

The partnerships to be developed through formal MOUs will allow for the following services: direct social services provided to students and their families; referrals for social services; participation in on-campus presentations, college and career fairs, and community resource fairs; and provision of student internships and/or service opportunities. For examples partnership types, see Community Service Providers at an ALS School. Outreach for partnership establishment will be lead primarily by the School's Family Support Specialist with assistance from school and ESP leadership. The primary goal will be to secure as many on-site services as possible and the School's physical plant will include dedicated offices exclusively for partner agency use.

School leaders and the Board will ensure that parental involvement, community partnerships, and collaborations will be enduring and include commitments to ongoing evaluation and improvement, access to available human and financial resources, adequate representation of stakeholders, adequacy of staffing and resources to perform key functions, and adequate performance/accountability mechanisms.

15.C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Evidence of need and demand for this school is based in part on a review of 2022 assessment data and Class of 2021 graduation outcomes regarding students who have already dropped out or are at risk of dropping out from District Schools (See Attachment T). Our review indicates that there are still a high number of students who are failing or disengaging from traditional middle and high schools and who could benefit from this school's unique model. We firmly believe that education cannot be "one-size-fits-all" and this school can serve as a valuable partner to Mantatee County Public Schools and its quest to ensure that the county has a quality environment available for every learner.

15.D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

Prior to the school opening and annually thereafter, the charter board will appoint a parent representative who resides within the district and will post their name and contact information on the school website for easy access. The role of the school's parent representative will be to assist school leadership in fostering effective communication and collaboration between the school and parents and will serve as a bridge, facilitating dialogue, understanding, and cooperation between educators and families. They will help address any concerns or challenges that may arise with the goal of strengthening the partnership between the school and parents to enhance student success and well-being.

The dispute resolution procedures, which are outlined in Section 10.L. of this application, are designed to give parents a voice if they believe they are not receiving their right to timely information about their child's progress or welfare. The procedures also enable the parent to go directly to a school administrator to seek resolution.

III. BUSINESS PLAN

16. FACILITIES

If the site is not yet acquired:

16.F. Explain the school's facility needs, including desired location, size, and layout of space.

The School will operate as a double session school and offer at least two (2) daily instructional sessions for curriculum instruction, college and career preparation, and personal/social needs counseling. Students will choose to attend one of the sessions (or more as space permits). Because of the dual session option, the facility needs and design will be based on serving a capacity of approximately 250 students in each of the sessions at full enrollment.

The ESP and the Board of Directors will plan for a facility sized at 60-70 square feet per student station (~12,000-15,000 square feet) located in a neighborhood with ahigh concentration of students we intend to serve. A sample facility layout is included in Attachment FF.

The proposed facility size and layout will allow the School to accommodate up to 250 students in each session (total maximum enrollment of 500 students). The School design will be flexible enough to permit the School to open in a stand-alone building, plaza, office building, or other configuration as long as all zoning and safety codes are met. The School considers several parameters in its search for an acceptable site, including:

Desirable	Less Desirable
1. Single story and stand alone. Two story building may be acceptable.	1. A multi-tenant situation, in which we would share common areas with other tenants.
2. Adjacent to public transit lines.	2. Undesirable neighboring uses such as adult entertainment, heavy manufacturing, etc.
3. 60-70 square feet per student for building with off-street parking sufficient to meet State and local codes.	3. Active freight rail lines. Minor spur lines may be acceptable.
4. Building is located in an area that is desirable for retail use or may be regentrifying.	4. Environmental hazards such as polychlorinated biphenyls (PCBs), asbestos-containing materials, heavy metal contamination, etc. that cannot be readily removed from the building or properly encapsulated.
5. Good signage opportunity.	5. Site is within the airport flight path restriction area.
6. Noncombustible building structure or protected to meet construction codes for educational facilities.	6. In most cases, the prospective building will be gutted to the perimeter walls. Any building whose shell cost plus renovation cost approaches or exceeds the cost of new construction.
7. Building has heating, ventilating, and air conditioning (HVAC) and sufficient electrical service to serve the number of student stations noted above.	7. Building cannot house the proposed use without construction of a sizeable addition-more than 33% of the final desired configuration.

Desirable	Less Desirable
8. Building has a fire sprinkler system (desired but not required if school is less than 12,000 square feet in area).	8. Building has wood floor/roof structure.
9. Flex space, drugstores, or office warehouse former use.	9. Building has interior bearing walls in lieu of columns.
10. Zoned for educational usage.	10. Excessive height- where the bottom of the roof deck exceeds 24' above the floor slab.
11. Current usage codes allow for educational usage.	11. Inadequate height- where the bottom of the roof deck is less than 11' from the floor slab.
12. Ability to change zoning or usage codes within 4 months.	12. Restrictions to sewer or water hookups.

Every effort will be made to ensure that the facilities are conducive to learning and student access. Creating a positive learning environment includes attention to detail on both the interior and exterior of the facility. High standards are established to ensure students are learning in a safe and healthy environment. Upon receiving approval of the Charter application, the site will be confirmed and a lease will be secured. At that point, necessary improvements and renovations will commence to meet our facility standards and applicable State and School District requirements.

Through research by ALS, and input from the Board of Directors, the School has researched neighborhoods in Manatee County for a possible school location. As described in Section 2.D., the Board identified the Bradenton area as a high-need neighborhood which is underserved by dropout prevention and dropout recovery programs.

The School may choose another location based on the available facilities, zoning, or other factors, but will prioritize a location in this high-need area. The Board is open to working with the school district to find a more suitable location if it identifies an area with a greater need.

The ESP will lease the facility and negotiate with the landlord for the necessary capital improvements. Prior to detailed lease negotiations, ALS will submit a Letter of Intent that covers the basic lease requirements to each prospective landlord. A detailed site proposal packet will then be prepared for management review and consideration. Once the preferred site is chosen, lease discussions move forward promptly. While the lease is being negotiated, extensive building inspections and design considerations will take place by local engineers, contractors, architects, and other staff. The School's Board of Directors will maintain oversight responsibility throughout the entire facility selection and build-out process.

Once the facility has been secured, the permitting and renovation process will begin. ALS has typically used local architects and contractors to complete all of the design and renovation work and intends to follow the same process for this School. All approvals and the Certificate of Occupancy will be secured at least fifteen (15) days before the first day of school.

16.G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding)

THAT WILL BE APPLIED TO FACILITIES-RELATED COSTS AND INCLUDE EVIDENCE OF SUCH (E.G. LETTER, MOU) AS ATTACHMENT U.

ALS has over fifteen (15) years of experience at charter school facility design and budgeting, managing construction projects, ensuring compliance with local codes and ordinances, facilities repair and maintenance, and general operations of school buildings. Per the proposed management agreement, ALS is responsible for providing all furniture, equipment, and any necessary tenant improvements ("fixed assets"). These initial costs are estimated to be in excess of $2 million. ALS has provided its confirmation of financial support for these costs in Attachment Z. Other operational start-up costs are included in the start-up budget in Attachment Y.

The estimated renovation costs are based upon ALS's many years of experience in managing the renovations of new schools that operate the same service model, as well as the input of the architectural firm which has worked with the company on the design of many of those schools. Additional cost factors include: total square footage desired, local rental rates in the targeted neighborhoods, type of building, and overall design elements that are included.

Through provisions of the proposed Management Agreement (Attachment EE), ALS is responsible for all costs related to facility acquisition, renovation, and equipment. ALS will manage this process at the direction of the Board. Annual lease payments are incorporated into the operating budget for the school (Attachment X).

16.H. EXPLAIN THE STRATEGY AND SCHEDULE THAT WILL BE EMPLOYED TO SECURE AN ADEQUATE FACILITY.

ALS has extensive experience in locating, building, and renovating dropout prevention and recovery schools in Florida, North Carolina and Georgia. As the proposed ESP, the Board has confidence that ALS will be able to identify a property, assist in executing the lease, complete the necessary renovation, and obtain the required certificate of occupancy for an on-time school opening. ALS has significant experience in facility design and budgeting, managing construction projects, compliance with local codes and ordinances, facilities repair and maintenance, and general operations of school buildings.

All facilities being considered for the final school location will be analyzed through multiple criteria, including but not limited to:

- Total square footage
- Cost of retrofit/remodel
- Proximity to public transportation, schedule, number of stops, and estimated transportation time for students
- Accessibility
- Zoning
- Safety
- Exterior lighting
- Parking
- Signage possibilities
- Neighborhood demographic

These criteria will be analyzed to ensure that the school will be able to open on-time and on-budget. Once the facility has been leased, ALS will begin the permitting and renovation process. ALS has typically used local architects and contractors to complete all of the renovation work and intends to follow the same process for this School. Historically, ALS has been successful in negotiating landlord assistance with some of the needed tenant improvements.

The Board of Directors and ALS will ensure that all local building code approvals, compliance with the Florida Fire Prevention Code and the Certificate of Occupancy are secured at least fifteen (15) days before the first day of school. At no time will students or staff work or attend school in a building that is unsafe or does not have a certificate of occupancy. In addition, all school facilities will comply with applicable health codes, inspection/safety requirements, and will be properly maintained according to the Florida Building Code pursuant to chapter 553. The timetable below describes the anticipated timing of the major steps in the facility acquisition, permitting, and renovation process.

Activity	Responsible Party	Date
Create School Budgets	Board Members / ALS	June 2023
Begin Site Search	ALS	July 2023
Submit Charter Application	Board of Directors	December 2023
Application Reviewed and Approved by School Board	School District	January 2024
Negotiate Charter School Contract	Board of Directors	January 2024
Begin Lease Negotiations	ALS/Board of Directors	January 2024
Sign MOU for Facility Lease Agreement	Board of Directors	January 2024
Finalize school facility design	ALS	January 2024
Execute Facility Lease Agreement	Board of Directors	January 2024
Begin Plans and Permits	ALS	February 2024
Begin Collaboration with School District regarding process / procedures	Principal/ Board of Directors	February 2024
Begin Facility Renovation	ALS	April 2024
Enrollment office opens	ALS	June 2024
Facility Renovation Completed	Principal, Board of Directors	August 2024
Set up Administrative/Classroom Space	Principal / ALS	August 2024
Verify all appropriate inspections and clearances including Certificate of Occupancy	Principal / ALS	August 2024 (at least 15 days prior to school opening)
School Opening	Principal	August 2024

16.I. Describe the back-up facilities plan.

Selection of the School's location and facility are two of the most important decisions for meeting enrollment and other contractual goals. Because ALS has extensive experience in facility acquisition and renovation, the Board has every expectation that we will be able to open our school on time. However, we also understand that zoning, permitting, and usage code changes can delay renovation schedules. If the school opening is delayed to the point where we will not be able to open on-schedule, we will do the following:

1. Define the specifics of the delay and determine a realistic opening schedule.
2. Coordinate and communicate this information with school district personnel.
3. Determine and communicate whether the school can open on a delayed schedule.

Depending on the outcome of the above items, the School will proceed as follows:

Option 1: If the building is not ready to be occupied by the first day of school, plans will be in place to rent modular classrooms. Modular classrooms will be situated in the parking lot of the School and hooked up to existing electrical and plumbing services. Modular classrooms will be furnished with the furniture and equipment purchased for the School building. The School will operate on the established schedule in the modular classrooms until such time as the School receives the Certificate of Occupancy for the permanent location.

Option 2: If modular classrooms are not feasible and the School can open on a delayed schedule, school staff will relay all relevant information to the school district, parents, and students.

Option 3: If the School cannot open on a delayed schedule, it will attempt to temporarily lease and utilize appropriate space from a school or other educational institution such as a Community College, Private Technical College, Charter School, etc. provided available space is code compliant.

Option 4: If the renovation schedule is such that the School opening is delayed, and suitable temporary facilities are not available in the marketplace, the School will (as a last resort) request from the School District a one-year deferral for opening.

17. TRANSPORTATION SERVICE

DESCRIBE THE SCHOOL'S PLAN FOR TRANSPORTATION TO ENSURE THAT TRANSPORTATION IS NOT A BARRIER TO EQUAL ACCESS FOR ALL STUDENTS RESIDING WITHIN A REASONABLE DISTANCE OF THE SCHOOL, S. 1002.33(20)(C) F.S.

The School will ensure that transportation is not a barrier to student enrollment and attendance. The School will provide public transportation passes to all eligible students and will provide guidance to students and parents on public transportation routes, timing, and usage. The School will be located along major lines of the local public transportation system (a recent evaluation reflects that the current public transportation is adequate based on the routes and areas it serves). Students who live two or more miles from the school may receive a public transit pass if they choose to accept it. The School will meet with representatives of the local transit authority to negotiate any potential opportunities for bulk purchasing or education use discounts. The School will also work closely with the local transit authority to ensure seamless processes for purchasing to ensure that on-campus inventory is always sufficient to support student needs. Documentation of purchased transportation passes will be kept on file for a total of three (3) years noting the passes purchased and issued to students. Students will be required to sign for each pass provided to them and these records will be collected and submitted in accordance with State FTE reporting requirements for transportation reimbursement opportunities.

An eligible student must reside and continue to reside two (2) or more miles, or reside in a hazardous zone, between their home and the School. A reasonable walking distance for any student who is not physically disabled is any distance not more than two (2) miles between the home and the School or one-and-one-half (1½) miles between the home and the assigned transit stop. Such distance shall be measured from the closest pedestrian entry point of the School building or to the transit stop. A reasonable walking distance will be identified during the enrollment session for students who are eligible for a transit pass. Students who live under the two-mile threshold who are identified as being in need will meet with an Administrator to determine a transportation solution and will be provided a transit pass if it is determined there is a viable need. The Enrollment Administrative Specialist will assist students and parents with determining the shortest pedestrian route to their closest transit stop and from the drop off location to school.

The School will keep an ample supply of transit passes throughout the school year to meet the current and anticipated needs of all students who indicate at the time of enrollment that they live more than two miles from the school and require public transportation. An additional 5% of the anticipated need is purchased to have on hand in case of emergencies, an increase in enrollment, or individual student needs are identified.

Eligible students will be issued transit passes upon and throughout their entire enrollment period. The passes will include multiple days when appropriate to avoid restrictions on the number of rides and transfers a student is allowed. This approach also provides students who have full- and part-time employment a resource to travel to and from work.

The following procedures are in place for the issuance of student transit passes:

- The student will receive assistance, if needed, during the Student/Parent enrollment session to identify the closest transit stop and the routes the student will follow to get to School.
- The student will receive a transit pass upon enrollment and thereafter upon determination of ridership.
- The student's name must appear on the School's Attendance Roster noting the student is fully enrolled prior to receiving passes.
- The student will be responsible for the security of his/her transit passes at all times.
- If the student is a minor, the parent/ guardian must provide written approval for the student to utilize public transportation to/ from School.

Transportation service will be provided by the School to any student whose IEP stipulates need. Should an Exceptional Education Student (ESE) require special transportation accommodations, the School may contract with the school district or an approved private provider. Furthermore, the School will provide transportation for an ESE student who meets one of the following criteria for specialized transportation as documented in the IEP:

- Medical equipment required – crutches, wheelchair, walker, cane, tracheotomy or unique seating device
- Medical condition requiring special transportation environment according to a physician's prescription
- Aide or monitor required due to a disability and specific need of the student

18. FOOD SERVICE

DESCRIBE THE SCHOOL'S PLAN FOR FOOD SERVICES, INCLUDING ANY PLANS FOR CONTRACTING SERVICES OR PLANS TO PARTICIPATE IN THE NATIONAL SCHOOL LUNCH PROGRAM. EXPLAIN HOW THE SCHOOL'S FOOD SERVICE PLAN WILL ENSURE HEALTHY, WELL-ROUNDED MEALS FOR STUDENTS.

Due to the shorter school day and the flexible schedule option, the School will not provide full meal service. A majority of students will be most focused on maximizing the flexible schedule by completing the required instructional time and then leaving campus promptly for work and/or childcare commitments. The school will have a designated break area where students will be allowed to bring food or they may leave campus for lunch between sessions if they elect to attend for two instructional sessions. For students in need of a meal, the school will ensure their need is met by having pre-packaged healthy snacks and other dry food items on hand at all times. The school will have a food pantry that contains healthy food options free for any student regardless of their

free/reduced lunch status.. Additionally, the school will have vending machines with healthy food options in the student break area for use by all students.

While the school facility will not have a dedicated kitchen for food service, the School is open to exploring opportunities to partner with local agencies and businesses to provide delivered meal options to students. The School will work collaboratively with the School District to determine the School's eligibility for participation in the National School Breakfast program and the National School Lunch Program through the Community Eligibility Provision.

In locations where food service has been identified as a significant need, ALS has been successful in establishing agreements with authorizing school districts to support meal delivery. In these examples, the schools worked in collaboration with the Districts' Nutrition Services Departments to establish an MOU. These agreements involve meals prepared at a District defined location and delivered to the charter schools daily. The schools in turn comply with all food safety and sanitation requirements and provide required student accounting as defined by the department.

19. SCHOOL SAFETY AND SECURITY

OUTLINE THE PLAN FOR SCHOOL SAFETY AND SECURITY FOR STUDENTS, STAFF, THE FACILITY, AND PROPERTY, ESPECIALLY AS IT RELATES TO THE APPLICABLE PROVISIONS IN THE MARJORY STONEMAN DOUGLAS HIGH SCHOOL PUBLIC SAFETY ACT. SPECIFICALLY:

A. DESCRIBE WHAT STEPS THE SCHOOL WOULD TAKE TO ASSURE THERE IS A SAFE-SCHOOL OFFICER PRESENT WHILE SCHOOL IS IN SESSION, PURSUANT TO SECTION 1006.12, F.S.

The School will partner with local law enforcement, a certified security agency, or the School District to provide full time Law Enforcement/Safe School Officer (SSO) coverage for all times in which students are on property (including student entry and dismissal times) in full compliance with the Marjory Stoneman Douglas high School Public Safety Act. A Law Enforcement Officer will perform an annual school walkthrough and safety review and assist in the completion of the Florida Safe School Assessment Tool (FSSAT).

Student and staff safety and security will be a top priority for the School. Our School will have several security measures that are not typical in traditional school settings. These added measures include:

- At least one Safety & Security Specialist, in addition to a contracted Law Enforcement Officer. This Safety & Security Specialist will be trained annually on school safety procedures and crisis prevention and intervention protocol and best practices.
- Secured entry doors (with keycard entry for all staff)
- Alarmed exterior doors throughout the school
- Under-counter duress alarm at front desk connected to local law enforcement
- Secured access from the front lobby to the student/classroom areas
- All guests must be signed in and badged in order to enter the student/classroom areas
- Metal detectors (walk through and hand wand) required of all students as they enter the school daily
- Property safety search of all student belongings upon entry

- All staff trained and certified annually in *Handle With Care- Crisis Prevention / Intervention*
- ERT (Emergency Response Team) identified each year and trained to implement emergency response plans and certified in First Aid and CPR
- Monthly safety and security drills
- Annual Safety Plan developed, reviewed and approved by Director of Safety and Security and submitted to School District

The School will be in full compliance with SB 7026 (Marjory Stoneman Douglas high School Public Safety Act.) to include but not be limited to:

- One full time law enforcement officer on campus.
- Completion of annual school risk assessment tool.
- Collaboration with local law enforcement for a full school walk through and safety review.
- Fortify Florida App posted and accessible to all students and staff.
- Monthly Threat Assessment meetings to include school law enforcement
- Compliance with Alyssa's Law and installation of a mobile panic alert system. The system will be selected from the state's FDOE-selected vendor list and will aim to integrate the same vendor adopted by Manatee County Public Schools
- As part of its annual Mental Health Assistance Allocation Plan, the school will comply with Rule 6A-1.094120, Florida Administrative Code (F.A.C.), and shall ensure annually that no less than 80% of staff have been trained in Youth Mental Health First Aid. In addition, the school's FSS (Family Support Specialist) will participate in the training required to serve as a certified trainer for YMHFA

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

The School will adopt an Active Assailant Response Plan and all school personnel will receive annual training on the procedures defined in the plan. The School will follow the District's expected schedule for active assailant drills and shall report them as defined by the District. The School will adopt a Family Reunification Plan that will be coordinated with county emergency services.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

The School will establish a Threat Assessment Team consisting of the school Principal, Assistant Principal, Family Support Specialist (social worker), and an assigned law enforcement officer. The school will use the statewide behavioral threat assessment instrument when needed. The School administrative staff will be trained in the CSTAG model for TAT. The schools TAT will meet monthly per SB 7026.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

The School will use the School Environmental Safety Incident Reporting tool (SESIR), to ensure the accurate and timely reporting of incidents related to school safety and discipline. School Administration will be trained annually on the SESIR system and required reporting.

20. BUDGET

20.A. PROVIDE AS ATTACHMENT X, AN OPERATING BUDGET COVERING EACH YEAR OF THE REQUESTED CHARTER TERM THAT CONTAINS REVENUE PROJECTIONS (USING THE FLORIDA CHARTER SCHOOL REVENUE ESTIMATE WORKSHEET AS ATTACHMENT W FOR AT LEAST THE FIRST YEAR OF OPERATION), EXPENSES, AND ANTICIPATED FUND BALANCES. THE BUDGET SHOULD BE BASED ON THE PROJECTED STUDENT ENROLLMENT INDICATED IN SECTION 2 OF THE APPLICATION. A TEMPLATE FOR THE OPERATING BUDGET MAY BE AVAILABLE FROM THE SPONSOR UPON REQUEST.

The annual budget covering each year of the requested charter term is shown in School's operating budget which is included in Attachment X. Summary highlights of this budget also include the School's start–up period along with enrollment assumptions noted at the top of the budget that coincide with the projections in Section 2 of this application.

20.B. PROVIDE A START-UP BUDGET AS ATTACHMENT Y THAT CONTAINS A BALANCE SHEET, REVENUE PROJECTIONS, INCLUDING SOURCE OF REVENUES, EXPENSES, AND ANTICIPATED FUND BALANCE. THE START-UP BUDGET MUST COVER ANY PERIOD PRIOR TO THE BEGINNING OF FTE PAYMENTS IN WHICH THE SCHOOL WILL EXPEND FUNDS ON ACTIVITIES NECESSARY FOR THE SUCCESSFUL START-UP OF THE SCHOOL.

(1) Start Up Budget

The initial financial plan is supported and outlined in the Startup Budget, which is included in Attachment Y. The details and assumptions for this budget are listed below:

(a) Revenue Sources

The School has based its revenue stream on an FTE per student model provided by the FDOE. The School intends to apply for applicable grant funding but will be able to operate the school on FEFP funding alone. As noted in the ESP Support Letter in Attachment Z, the selected ESP, ALS, will provide the Board with funding for all start-up expenses. Additionally, as outlined in the proposed Management Agreement (Attachment EE), ALS "shall advance as a loan to the School, any properly incurred School Expense..." This agreement type allows the school to open with all facilities, amenities and supports outlined in the application without any risk of an operational shortfall. As noted in the draft management agreement, ALS Education, LLC has committed to assuming the financial risk and responsibility for all fixed asset purchases and operational expenses in excess of its management fee throughout the term of the agreement.

(b) Cash Flow Predictions

The cash flow projections are based on the modified accrual method of accounting. We consider cash received when it is measurable and available, and expenses to be earmarked for payment once the goods or services have been received.

The cash flow from a revenue perspective is based on FTEs of students that are used in determining the FEFP revenues and other ancillary revenue that will provide the cash infusion to handle all short-term (less than 60 days) expenses and also assist with preparing for payment of long-term liabilities. Please see Attachment X for the Monthly Cash Flow Projections.

20.C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

Included as Attachment Z is a letter from ALS committing to provide funding for all start-up expenses.

20.D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

The cost assumptions detailed in the budgets reflect typical costs that other ALS managed schools have incurred while opening and operating the same model proposed in this application. The School's major budgetary assumptions include:

1. Pre-start assumes that an enrollment office will be established 3 months before school opening.
2. Hiring is per the detailed schedule in the financial calculations.
3. Computer equipment will be installed the month before school begins.
4. Recruiting and marketing costs are anticipated to be heavy during this period and the first two (2) months of the school year.
5. Pre-start costs will be funded by the ESP
6. Computer equipment is typically refreshed every five (5) years.
7. The other assets (furniture and leasehold improvements) and initial operating expenses will be funded from cash on hand from the ESP, vendor financing or the federal start-up grant, if funds are awarded.
8. Year one costs assume four (4) classrooms will be fully staffed on the first day of school with additional classrooms staffed to coincide with the increased enrollment in the second half of the school year. Staff for additional classrooms will be added as dictated by enrollment.
9. Staff salaries are projected to increase 2% per year for years two (2) through five (5).
10. Professional fees include audit and tax preparation fees as well as legal.
11. Management fees are charged based upon the negotiated management agreement.
12. Accounts Receivable and Accounts Payable are net 30.
13. Start-up expenses are paid prior to year one.

Additional assumptions for each budget are included on the page included in the budget attachments and titled "Assumptions."

20.E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

As outlined in the Letter of Support in Attachment Z, ALS has committed to providing the Board the funds necessary to start-up the school. Additionally, as outlined in the proposed Management

Agreement (Attachment EE), ALS "shall advance as a loan to the School, any properly incurred School Expense..." However, to demonstrate the school's approach to meet financial needs if anticipated, a budget at 50% of projected enrollment is included in Attachment X1 (last page of Attachment X).

20.F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

The School has based its revenue stream on an FTE per student model offered by the FDOE. In addition, the School intends to apply for the Charter School Program (CSP) Planning and Implementation Grants administered by the FDOE for the purchase of furniture and equipment.

In an effort to maintain adequate fund balances, ALS has agreed (See proposed Management Agreement in Attachment EE) that in the event of a cash shortage it will pay any properly-incurred board-related expense, which payment shall be treated as an advance against future revenues by the Company to the School and which shall be evidenced by a loan.

20.G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

The revenues and expenditures used in the budgets and the related assumptions are presented in a format based on governmental funds financial statements. The accounting basis for these budgets and related assumptions are based on the modified basis of accounting required under the Governmental Accounting Standards Board (GASB) under which revenues are recognized in the accounting period in which it becomes both measurable and available and expenses are recognized when incurred.

(1) Monthly Cash Flow Projections during Start-up Period

The monthly cash flow projections for the date on which the application is approved to the beginning of the first year of operations are included in Attachment Y. Assumptions related to these projections for this period are explained in Section 20.D. and Attachment Y. For purposes of the start-up budget, all expenditures for leasehold improvements and purchases of furnishing and equipment are budgeted to be incurred and expended by June 30, 2024.

(2) Monthly Cash Flow Projections during First Fiscal Year of Operations

The monthly cash flow projections for the first fiscal year of operations (for the fiscal year ending June 30, 2025) are shown in Attachment X. Assumptions related to these projections for this period are explained in Section 20.D. and Attachment X.

21. FINANCIAL MANAGEMENT AND OVERSIGHT

21.A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

(1) Experienced Financial Team

The Board plans to hire a certified public accountant licensed to practice in the state of Florida. The Board Accountant is required to maintain continuing professional education in governmental accounting and auditing.

The Board Accountant will have the responsibility for reconciling the School's bank accounts and other accounts on a monthly basis and will assist in the compilation of monthly financial reports. The Board Accountant along with the ESP will be responsible for the maintenance of fixed asset ledgers for all assets owned by the School in accordance with District and/or Florida Department of Education policies.

The accounting functions at the ESP are overseen by the Chief Financial Officer and Controller of ALS. These individuals have years of financial management experience in multi-unit operations. The ESP is staffed by experienced accounting professionals. This team will oversee the school's payroll and procurement/accounts payable functions and assist the Board Accountant and Treasurer in the budget process.

(2) Financial Controls

A budget is prepared and passed annually by the Board of Directors based on enrollment projections. The Board will review budget vs. actual financial results at board meetings. If corrective action is needed with regard to the budget, the Board will agree on corrective action, which may include but is not limited to budget adjustments, expense reductions, consideration of other revenue sources, and, most importantly, a renewed effort to stimulate enrollment.

The Board Accountant will have the responsibility for reconciling the bank accounts and other accounts on a monthly basis. Due to the fact that the accounts payable and payroll functions are performed by the ESP, the ESP will provide documentation as necessary covering its internal controls and process within its charter school disbursements processing system.

The basic accounting processes, including applicable internal financial controls, include but are not limited to:

- The Board of Directors will hire an audit firm licensed in the state of Florida with applicable continuing education requirements for governmental accounting and auditing (governmental CPE).
- The Board of Directors will directly hire a local accountant (Board Accountant) responsible for compiling monthly financial reports to be submitted to the District. This Board Accountant is required to be a certified public accountant licensed in the state of Florida and maintain governmental CPE requirements.
- Budgets for the year will be prepared by ALS and reviewed by the Principal, Treasurer, and Board Accountant. The annual budget will then be presented to the Board of Directors for approval.
- The School will maintain a bank account for which signature authority is held by designated Board members.
- Salary, operating, and capital expenditures will be paid by ALS in the ordinary course of business.
- Salary amounts will be paid bi-weekly. Salaries will be approved each pay period by the Principal, reviewed by ALS, and distributed primarily via direct-deposit.
- Purchases for operating not related to informational technology (IT) will be initiated by the Principal and approved by ESP senior staff.
- Purchases for capital expenditures relating to facilities will be negotiated by ALS on behalf of the School, and will be reviewed and approved by the Board and ALS senior staff.

- Purchases of IT equipment and software will be initiated by the School Principal, faculty, and/or curriculum experts within ALS, and reviewed for operating specifications by the ALS IT department. IT purchases will then be approved by the ALS senior staff, in accordance with the Board-approved budget.
- All disbursements with the exception of grant expenditures (including wires and checks) will be initiated by one of three ESP senior executives from an ALS operating account. All disbursements will include all signed supporting documentation.
- Grant disbursements will be approved by the ESP grant specialist who will compare the expenditure to grant requirements and budgets. Disbursements for grant expenditures will be processed by a designated member of the Board of Directors from the School's bank account.
- All supporting documentation for expenditures for the School (including reimbursement for salary, operational costs, capital expenditures, and the management and education fees) will be submitted monthly to the designated Board member for payment to ALS.
- The designated Board member will review and approve the supporting documentation and disburse funds.
- The supporting documentation will be concurrently submitted to the Board Accountant. The Board Accountant will be responsible for compiling monthly financial statements in accordance with prescribed formats dictated by the School District.
- Financial statements will be reviewed by the Treasurer and approved by the Board. This will include actual vs. budget comparisons. After approval, the financial statements will be submitted to the School District by the Board Accountant in accordance with School District procedures.
- All financial results will be audited by the auditor at fiscal year-end in accordance with *Governmental Auditing Standards* and submitted to the board for approval.

21.B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

The Board understands its fiduciary responsibilities for the public funds we receive and assures the Sponsor that the Board will retain ultimate control over the School's finances.

Prior to each fiscal year, a budget for the upcoming fiscal year will be prepared in cooperation between the ESP, the Board Accountant, the Principal, and the Treasurer designated by the Board. This budget will take factors into consideration such as projected enrollment, staffing and all other fixed and variable costs. Once complete, the budget will be submitted to the full Board for final review and approval.

A bank account will be established for the School. The Board will have sole control and access over this account. Cash receipts for Florida Education Finance Program (FEFP) payments related to FTE will be received into this bank account. Grant monies and other funds received by the School will be deposited in this account as well. Disbursements from this account primarily relate to payments to the ESP for school operating expenses and Board related costs (i.e. legal, board governance, audit, accounting and debt service). The Chairperson and the Treasurer of the Board will be the only approvers of all cash disbursements from their bank account.

ALS will be responsible for the majority of procurement, accounts payable, payroll and administration functions. The School will be billed monthly in accordance with the management agreement.. As mentioned above, the Treasurer and Board Chairperson will be responsible the approval of the monthly disbursements to ALS from the bank account.

The Board will receive monthly financial statements and enrollment figures from the Board Accountant. These reports will include the balance sheet, income statement, bank reconciliation, and cost reports on a monthly basis or as dictated by the Board of Directors, School District, and the FDOE. The financial reporting will follow guidelines applicable to GASB #34 and include, where applicable, OMB Circular A-133 Cost Accounting and Reporting. The Board Accountant will also produce financial information on a monthly basis in the format as required by the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book 2021) and budget vs. actual financial statements.

Promote Enhanced Academic Success and Financial Efficiency

The School will align financial accountability with its responsibility for students' academic success in the following ways:

- Hiring highly-qualified certified teachers and administrators who are experienced in working with the target student population. Research continues to demonstrate that experienced and highly-qualified teachers are the primary contributors to student achievement and success.
- Acquiring the most effective technology and instructional materials to meet the needs of the target student population.
- Using a cost-benefit analysis process to ensure that school funding is effective in achieving the mission and goals of the School.

21.C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

The non-profit Board will retain an audit firm on an annual basis through a request for proposal process. This firm will audit the financial information which has been provided to the Board by the Board Accountant and the ESP. The financial statements will be prepared in accordance with generally accepted accounting principles (GAAP) as required by the Governmental Accounting Standards Board (GASB). The audit will be performed in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States and also in accordance with Chapter 10.850, Rules of the Auditor General, which governs the conduct of charter schools and similar entity audits performed in the State of Florida.

21.D. Describe the method by which accounting records will be maintained.

Based on the guidance provided in the *American Institute of Certified Public Accountants (AICPA) Audit and Accounting Guide – Not-for-Profit Organizations*, and provisions of the Florida Statutes, the School will be presented as a governmental organization for financial statement reporting purposes. This School is required by its agreement with the District to use the governmental reporting model and follow the fund and account structure provided in the "Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book) issued by the Florida Department of Education. The Governmental Accounting Standards Board (GASB) defines generally accepted accounting principles for not-for-profit entities. The GASB promulgates standards at various intervals. The Board is responsible for ensuring that all applicable GASB Statements are considered in the preparation of the financial statements.

The Board will hire a local accountant (the Board Accountant) who will assist in the compilation of monthly financial reports. The Board Accountant will be required to be a certified public accountant licensed to practice in the state of Florida. In addition, the Board Accountant will be required to maintain continuing professional education in governmental accounting and auditing.

21.E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

The Board will ensure financial transparency by:

- Including the school's annual budget and annual independent fiscal audit on its website as required by s. 1002.3(9)(p)1., F.S.;
- Providing the annual budget to the District after adoption by the Board;
- Providing any amended budgets to the District within 10 days after board approval;
- Posting notice in advance of all meetings on the school website, ensuring that all meetings are open to the public;
- Posting notice in advance of all meetings on the school doors which includes an agenda of items to be discussed during the meeting.
- Including the minutes (which include financial matters) of all meetings on the school's website.

21.F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

As described in the previous sections, the Board will be using its Board Accountant to assist in the preparation of an annual budget and the compilation of monthly financial reports. The anticipated annual cost of these services is $12,000. The Board will retain an independent audit firm on an annual basis after the first year of operation through a request for approval process. The anticipated annual cost of these services is $12,000. All other financial functions (procurement, accounts payable, payroll, administration, etc.) will be handled by ALS, the Board's Education Service Provider (ESP). The School will be billed monthly for the expenditures incurred for the previous month for these functions as outlined in the proposed Management Agreement in Attachment EE.

21.G. Describe how the school will store financial records.

Financial records will be stored electronically via software maintained on a network and backed up per ALS's Information Technology policy. Records will be maintained for the appropriate retention period required by federal and/or state regulations. Additionally, accounts payable supporting documentation will be stored via hardcopy for two years onsite and the remaining year at offsite storage. Paper versions of student and financial records will be stored in locked fireproof cabinets or fire-rated filing rooms as required in Chapter 119 of the Florida Statutes or be reduced to electronic documents for storage. Required student records will be prepared in a manner consistent with Florida statutes. Retention periods and disposition of records will be managed in a manner consistent with what is specified in the local School Board Records Management Manual.

21H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

(1) Health Insurance

The School will use a competitive, comprehensive salary and benefit package as a tool for attracting and retaining top-notch teachers, administrators, and other staff members. Benefits' levels may be adjusted periodically based on the school's financial condition. The health components of the compensation plan will include:

- Medical insurance
- Dental insurance
- Vision insurance
- Prescription drug plan
- Short-term disability insurance
- Long-Term disability insurance
- Health Care Reimbursement Account
- Dependent Care Reimbursement Account

(2) Other Insurance

Insurance coverage will comply with requirements specified by the School District or applicable state statutes. Coverage includes the following:

- Errors and Omissions Insurance
- Officers and Directors Liability Insurance
- Fidelity Bonds
- Commercial (General) Liability Insurance (includes casualty)
- Automotive Liability Insurance
- Employee Liability Insurance
- Property Insurance

The School will pay any deductible and premium amounts attributable to such insurance contracts. In addition to the insurance contracts and coverage discussed, all additional leases, debts, and other financial obligations of the School shall be obligations of the School and shall not constitute a debt, liability, or financial obligation of the School Board. Where applicable, the School District will be named as an additional insured. The School will carry the necessary worker's compensation and unemployment compensation coverage. The insurance companies we are seeking to provide coverage will have a rating of "A" or higher and a financial size category of "VII" or higher. We have conducted research for insurance company ratings utilizing the A.M. Best Company website.

22. START-UP PLAN

22.a. Present a projected timetable for the school's start-up.

ALS has extensive experience related to all aspects of school start-up and has outlined the required steps.. Each of the outlined steps has additional time incorporated to account for unplanned events. The timetable below describes the timing of the major steps in the start-up process in anticipation of charter approval.

Activity	Responsible Party	Date
Finalize Curriculum/Other Instructional Materials	Board / ALS	January 2023
Create School Budgets	Board / ALS	June 2023
Begin Site Search	ALS	July 2023
Submit Charter Application	Board	January 2024
Negotiate Charter School Contract	Board of Directors	March 2024
Begin Lease Negotiations	ALS	March 2024

Activity	Responsible Party	Date
Begin Collaboration with School District regarding process and procedures	Principal/ Board of Directors	March 2024
Establish bank account		March 2024
Sign MOU for Facility Lease	ALS	March 2024
Begin Recruiting for School Principal	ALS /Board	March 2024
Finalize school facility design	ALS	March 2024
Execute Facility Lease or Purchase Agreement	Board of Directors	March 2024
Begin Plans and Permits	ALS	March 2024
Begin Community Outreach, Communication, Student Recruitment and Enrollment	Principal/Board of Directors/ ALS	March 2024
Hire School Principal	ALS / Board	April 2024
Begin Teacher and Staff Recruiting	ALS	April 2024
Finalize School Calendar	Board of Directors	April 2024
Begin Facility Renovation	ALS	April 2024
Orders placed for FF & E	ALS	April 2024
Orders placed for Instructional Materials and Technology	ALS	April 2024
Governing Board Training	Board of Directors	May 2024
Enrollment Marketing Plan developed	Principal / ALS	May 2024
Enrollment office opens	ALS	June 2024
Complete Teacher and Staff Recruiting	Principal / ALS	June 2024
Principal Training	ALS	June 2024
Confirm district ESE liaison with Sponsor	Principal	July 2024
Ensure ESE forms and resources are on site	Principal / ALS	July 2024
Purchase all necessary school resources	Principal / ALS	July 2024
Set up transportation via area transit system	Principal / ALS	July 2024
Obtain public transportation schedules/brochures	Principal	July 2024
Ensure all local inspections have been completed	ALS	July 2024
Establish accounting services	Board / ALS	July 2024
Contract with CPA firm to conduct annual audit	Board	July 2024
Establish Financial Procedures	Board / ALS	July 2024
Develop and approve policy and procedure for proposed secure location of testing material	Board	July 2024
Lottery, if needed	Principal	On or before July 15, 2024
Submit Proof of Insurance to School District	ALS	July 2024
Facility Renovation Completed	ALS / Board	August 2024
Furniture, Fixtures, and Equipment Installed	ALS	August 2024
Technology and Instructional Materials in Place	ALS	August 2024
Train staff	Principal and ALS	August 2024
Student -Parent Orientation	Principal	August 2024
Verify all appropriate inspections and clearances including Certificate of Occupancy	Principal / ALS	August 2024
School Opening	**Principal**	**August 2024**

CHARTER SCHOOL ASSURANCES

FISCAL AGENCY: Manatee School District

NAME OF ORGANIZATION OR ENTITY: Florida High School for Accelerated Learning – Manatee, Inc.

ADDRESS: DBA Bradenton Bay
817 Manatee Ave W.
Bradenton, FL 34205

PART I:

THE U. S. DEPARTMENT OF EDUCATION REQUIRES FLORIDA TO DOCUMENT THAT A CHARTER SCHOOL APPLICATION FOR A GRANT UNDER THE FEDERAL CHARTER SCHOOL PROGRAM CONTAINS THE FOLLOWING ASSURANCES. THESE ASSURANCES MAY BE ADDRESSED IN THE SCHOOL'S CHARTER APPLICATION. STATE THE PAGE NUMBER TO INDICATE WHERE EACH OF THE STANDARDS IS ADDRESSED. PROVIDE AN EXPLANATION ON A SEPARATE SHEET IF THE STANDARD IS NOT ADDRESSED IN EITHER DOCUMENT.

ASSURANCES	CHARTER APPLICATION PAGE NUMBER
1. A description of the educational program to be implemented by the proposed charter school, including: (a) how the program will enable all students to meet challenging state student academic achievement standards; (b) the grade levels or ages of children to be served; and (c) the curriculum and instructional practices to be used.	6-22
2. A description of how the charter school will be managed.	83-87
3. A description of (a) the objectives of the charter school and (b) the methods by which the charter school will determine its progress toward achieving those objectives.	44-48
4. A description of the administrative relationship between the charter school and the authorized public chartering agency.	84
5. A description of how parents and other members of the community will be involved in the planning, program design and implementation of the charter school.	96-98
6. A description of how the authorized public chartering agency will provide for continued operation of the school once the Federal grant has expired, if such agency determines that the school has met the objectives described in Assurance #3 above.	106-108
7. A request and justification for waivers of any Federal, statutory, or regulatory provisions that the applicant believes are necessary for the successful operation of the charter school; and a description of any state or local rules, generally applicable to public schools, that will be waived for, or otherwise not apply to the school.	NA
8. A description of how the subgrant funds or grant funds, as appropriate, will be used, including a description of how such funds will be used in conjunction with other Federal programs administered by the Secretary, U.S. Department of Education.	106-108
9. A description of how students in the community will be (a) informed about the charter school and (b) given an equal opportunity to attend the charter school.	93-96
10. A description of how a charter school that is considered a local educational agency under state law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Act. (N/A if not applicable)	NA
11. An assurance that the eligible applicant will annually provide the Secretary, U.S. Department of Education and the Florida Department of Education such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in Assurance #3 above. (must initial)	Initials Only RM

12. An assurance that the eligible applicant will cooperate with the Secretary, U.S. Department of Education and the Florida Department of Education in evaluating the charter school assisted under this subpart.	Initials Only RM
13. An assurance that the charter school will comply with the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act. *(must initial)*	Initials Only RM
14. An assurance the charter school will provide such other information and assurances as the U.S. Department of Education Secretary and the Florida Department of Education may require. [ESEA Section 5203. Applications. (n)]	Initials Only RM

PART II:

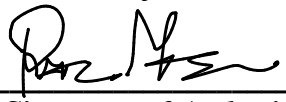
FLORIDA REQUIRES AN APPLICANT FOR A GRANT UNDER THE FEDERAL CHARTER SCHOOL PROGRAM TO DOCUMENT THE FOLLOWING ASSURANCES. ON A SEPARATE PAGE, ATTACH AN EXPLANATION FOR ANY ASSURANCE MARKED "NO."

ASSURANCES	YES	NO
1. Funds received under this grant will be used, to the extent practical, increase the level of funds that would be made available from nonfederal sources.	✓	
2. Activities will be implemented which are consistent with state and federal fiscal and program requirements.	✓	
3. The charter school will maintain accurate and timely project records which document progress in implementing this project, and which demonstrate compliance with all state and federal fiscal and program requirements.	✓	
4. The charter school and the district will provide all information required by the Florida Department of Education for fiscal audit, program evaluation and annual reporting to the U.S. Department of Education.	✓	
5. The charter school will provide the Secretary, U.S. Department of Education and the Florida Department of Education any information that may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in its charter.	✓	
6. The charter school will cooperate with the Secretary, U.S. Department of Education and the Florida Department of Education in evaluating the charter school assisted under this program.	✓	
7. The charter school will submit a timely annual report to the school district and to the Florida Department of Education, as required by Section 1002.33, Florida Statutes, containing all the information required by law.	✓	
8. The charter school will avoid appartent and actual conflicts of interest when administering grants and entering into contracts for equipment and services.	✓	
9. The charter school will comply will all provisions of the Nonregulatory Guidance-Public Charter Schools Program of the U.S. Department of Education, which includes the use of lottery for enrollment if the charter school is oversubscribed.	✓	

CERTIFICATION IS HEREBY GIVEN THAT ALL FACTS, FIGURES, AND REPRESENTATIONS MADE IN THIS APPLICATION WITH REGARD TO PARTICIPATION OF THE ORGANIZATION OR ENTITY SPECIFIED ABOVE ARE TRUE AND CORRECT.

Rebecca Mitchell Compliance Director

Name and Title of Authorized Representative (Typed)



Signature of Authorized Representative

9/13/24

Date Signed

LEASE AGREEMENT
("Lease")

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.
817 MANATEE AVE. W, BRADENTON, FL SUITES 100, 200, 500

1. Parties.

"Landlord"	**PERSISTENCE 247 LLC, a Florida limited liability company** Address for Notices: 5020 Clark Rd. Suite 362 Sarasota, FL 34233 Attn: Jean Burke jean@businessbrokerworld.com
"Tenant"	**Florida High School for Accelerated Learning – Manatee, Inc.**, a Florida not-for-profit corporation Address for Notices: c/o ALS Education, Inc. 5850 T.G. Lee Blvd., Suite 345 Orlando, FL 32822

2. Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, together with all rights, easements, contiguous parking, common areas, privileges, and appurtenances belonging or pertaining to the Premises. The Premises is defined in the first table below and additional information to describe the Premises is in the second table below:

"Premises"	Approximately 10,190 square feet of space, consisting of Suite 100, 200, 500 and the hallway area associated therewith, as approximately shown on **Exhibit A-1**, in the Building having a street address of 817 Manatee Ave W, Bradenton, Florida 34205.
"Building"	The specific building located on the Property that contains the Premises, located in the City of Bradenton, State of Florida, and commonly known by the following address: 817 Manatee Ave W, Bradenton, Florida 34205
"Property"	The parcel of real property for which the Building is located upon legally described on **Exhibit A-3** attached hereto and incorporated herein.
"Shopping Center"	The Building, the Property and the other improvements on the Property, together with any surrounding properties owned by Landlord, or its affiliates and/or other entities controlled by the owners of Landlord, which contain all or any portion of the entire shopping center (including all currently planned and tracts held for future development, including all phases and projects thereof), commonly known as Keeton's Center. The Building in which the Premises is located is approximately 16,000 square feet.

Space Plan:	The space plan attached as **Exhibit A-1** shows the Premises, except that the interior layout is subject to change in accordance with this Lease. The Premises includes:

	☒ An in-line space ☒ An end-cap space [2 end-cap spaces] ☐ In a stand-alone building
Site Plan:	The site plan attached as **Exhibit A-2** shows the Premises, the Building and Property.

3. Term.

(a) **Term.** This Lease is effective on the Effective Date defined in the table below, and, subject to the other provisions of this Lease, the term of this Lease will be for the Term defined in the table below. For further clarity, the period from the Effective Date until the Rent Commencement Date (each as defined in the table below) will be governed by the terms of this Lease, excluding Tenant's obligation to pay Rent.

"Effective Date"	The latest date of final execution of this Lease by Landlord and Tenant.
"Term"	A period of approximately ten (10) years, which: (A) commences on August 1, 2024 (the **"Rent Commencement Date"**). and (B) expires on July 31, 2034 (the "**Termination Date**").
"Commencement Date"	On the Effective Date.
"Lease Year"	A period of twelve consecutive full calendar months, with the first Lease Year beginning on the Rent Commencement Date.

(b) **Rent and Term Commencement Agreement.** Within 30 days following a party's request to the other party, Landlord and Tenant will execute a Rent and Term Commencement Agreement, the form of which is attached hereto as **Exhibit B**, confirming the Commencement Date, Rent Commencement Date and Termination Date.

(c) **Options to Renew.** Tenant has the number of options to renew this Lease (each individually, an "**Option**") for the number of years (each individually, a "**Renewal Term**") as set forth in the table below. During each Renewal Term, this Lease will continue on all of the terms and conditions of this Lease, except that Minimum Rent during each Renewal Term is set forth in the table in Section 4 below. The right to exercise each Option is conditioned on Tenant giving Landlord written notice of its election to renew not less than the number of days before the Termination Date set forth in the table below. After the exercise of any Option, all references to the Term and the Termination Date are deemed to mean the Term or Termination Date, as applicable, as extended pursuant to this Section. Tenant shall have no Option to Renew in the event it is ever more than 90 days past due on Rent owed to Landlord.

Number of Options:	One (1) option
Years in each Renewal Term:	Five (5) years
Deadline to Exercise Option:	July 31, 2033.

Rent During Option Period	See Section 4(e) below.

(d) **Due Diligence Period.** Tenant shall have a period of one hundred eighty (180) days after the Effective Date (the "**Due Diligence Period**") to inspect and conduct due diligence of the Property and obtain approvals from all governmental agencies that may have jurisdiction of the Property concerning the Permitted Use and permits to perform Tenant's Work, and shall have full access to the Property from and after the Effective Date for such purposes. Tenant may terminate this Lease during the Due Diligence Period if Tenant in unable to obtain permits for Tenant's Work or the Permitted Use or it may waive its right to terminate under this subsection 3(d) by providing written notice to Landlord of such termination or waiver thereof. In the event Tenant terminates this Lease pursuant to this subsection 3(d), then Landlord shall return all sums and deposits paid by Tenant except that Landlord may retain all CAM payments made during this period, however, any such prepayment of CAM shall be prorated to the date of termination and such amount returned to Tenant within five (5) business days thereafter, and then the parties shall have no further liability to each other hereunder.

4. Rent.

(a) **Minimum Rent.** Commencing on the Rent Commencement Date, Tenant will pay to Landlord the Minimum Rent defined in the table below, without offset or deduction, except as provided in this Lease:

"Minimum Rent"	Lease Year(s) (or Period)	Monthly Amount	Annual Amount	Annual Amount per Sq. Ft.
	Lease Year 1**	$22,078.33	$264,940.00	$26.00
	Lease Year 2	$22,961.47	$275,537.60	$27.04
	Lease Year 3	$23,878.57	$286,542.80	$28.12
	Lease Year 4	$24,829.63	$297,955.60	$29.24
	Lease Year 5	$25,823.16	$309,877.90	$30.41
	Lease Year 6	$26,859.14	$322,309.70	$31.63
	Lease Year 7	$27,937.58	$335,251.00	$32.90
	Lease Year 8	$29,058.48	$348,701.80	$34.22
	Lease Year 9	$30,221.84	$362,662.10	$35.59
	Lease Year 10	$31,427.66	$377,131.90	$37.01
	Lease Years 11-15 (Renewal Term)	FMR* (see Section 4(e) below)		

(b) **Definition of Rent.** All payments of Real Property Taxes, Insurance and Operating Expenses (each as defined in Section 5), as well as late charges, adjustments, and all other payments, disbursements or reimbursements which are attributable to, payable by or the responsibility of Tenant under this Lease will constitute "**Additional Rent**". Any Minimum Rent and Additional Rent payable to Landlord by Tenant for any fractional period of time will be prorated based on a 365 day year. All Minimum Rent and Additional Rent (collectively sometimes referred to as "**Rent**") will commence on the Rent Commencement Date except as expressly provided elsewhere in this Lease. Landlord and Tenant acknowledge and agree that for purposes of this Lease, the Premises contains 10,190 square feet of gross leasable area pursuant to the applicable BOMA standards in effect as of the Effective Date.

**Landlord agrees that Tenant shall only be required to pay fifty percent (50%) of the Minimum Rent and Additional Rent due under the Lease for the month of August 2024.

(c) **Past Due Rent.** If Tenant fails to pay any Rent within 3 business days after the due date, then such Rent will accrue a late charge in the amount of 5% of the unpaid amount, but in any event no more than $1,500.00 per

occurrence, with the first late charge in any calendar year being waived so long as Tenant pays such amount within 3 business days after notice of such failure. If Tenant fails to pay any Rent within 10 business days of the due date, then such Rent will accrue an additional late charge in the amount of 5% of the unpaid amount. Unpaid sums due to Landlord after 30 days shall accrue interest at 18% per annum. Tenant agrees to use commercially reasonable efforts to pay Rent by ACH.

(d) **Payments at the Landlord's Direction.** All Rent payable and all statements deliverable by the Tenant to the Landlord under this Lease will be paid and delivered to the Landlord at the place designated by the Landlord for notices under this Lease, or to any place or any entity Landlord so designates in writing in the future. As to the payment of Rent under this Lease, alternatively and at Tenant's election, such may be made by ACH or any other wire transfer system selected by Tenant (and Landlord shall cooperate with Tenant in providing account information and other authorizations to facilitate such transfers).

(e) **Fair Market Rent.** If Tenant exercises its Option to renew the Lease for a Renewal Term, then this Lease shall be extended for the Renewal Term upon all terms and conditions set forth herein, except that Minimum Rent shall be the fair market rental value for the Premises (the "**FMR**") as determined herein. Within ten (10) days after receipt of Tenant's notice exercising its Option, Landlord shall provide Tenant with Landlord's determination of FMR for each year during the Renewal Term. Tenant shall deliver written notice to Landlord either accepting or rejecting Landlord's determination of FMR, and if Tenant accepts such determination then this Lease shall continue for the Renewal Term upon the terms and conditions set forth herein except that the parties shall enter into an amendment to this Lease reflecting the exercise of the Option and the FMR for the Renewal Term. If Tenant rejects such determination, then Landlord and Tenant agree to negotiate in good faith to determine the FMR for a period of thirty (30) days from the date of Tenant's rejection (the "**Negotiating Period**"). If at the end of the Negotiating Period the parties have not mutually agreed upon the FMR, then Tenant may elect to terminate this Lease, or have the FMR determined by baseball-style arbitration, and in the case of the latter, within fifteen (15) days after Tenant's arbitration election, each party will select a broker with at least 10 years experience in commercial retail leasing in Bradenton, Florida, and cause the two brokers to (i) mutually select an independent and willing third broker who has not previously represented either party hereto, and (ii) the two brokers shall prepare a determination of FMR and submit the same to the third broker. The third broker will make its own determination of FMR and shall select the FMR from the two brokers that is closest to the third broker's determination, which shall be final and binding upon the parities. The cost and fees for the third broker shall be paid by the party whose submittal is not selected by the third broker.

(f) **Security Deposit. (First and Last months' rent; DUE AT LEASE SIGNING)** Tenant shall pay to Landlord on or prior to the Effective Date the sum of **$ 104,243.70** (as shown below) as a security deposit to secure Tenant's performance of its obligations under this Lease, and Landlord agrees to return the security deposit in full to Tenant within ten (10) days after the expiration or earlier termination of this Lease; provided that if upon such termination Tenant is in default under this Lease beyond any applicable notice and cure period, Landlord may withhold the amount necessary to cure such Tenant default (and in such event Tenant shall be relieved of liability therefor) and Landlord shall return the remaining balance of the security deposit within said 10-day period.

Initial Deposit	$28,447.08
First Month's Minimum Rent:	$22,708.33
Lease execution fee equal to CAM charges from Feb 15, 2024 to Effective Date:	$ 9,553.13
First Month's CAM ($7.50 per sf)	$ 6,368.75
Last Month's Minimum Rent	$ 31,427.66
Last Month's estimated CAM ($7.50 per sf)	$ 6,368.75
TOTAL DEPOSIT =	**$ 104,243.70**

Landlord agrees to apply the First Month's Minimum Rent plus the First Month's CAM (as stated above, which shall be deemed as "prepaid Rent") to Tenant's obligations therefor during the first month of Lease Year 1 (e.g., commencing on the Rent Commencement Date), and Landlord shall return the "Initial Deposit" to Tenant at the end of the 5th Lease Year, so long as there is no uncured default of Tenant under the Lease, or upon Tenant's cure of such default if existing at the end of the 5th Lease Year.

5. Additional Rent. For ease of administration, the following information related to this Section is listed in this table:

Tenant's Estimated annual Pro Rata Share for First Lease Year:	**Real Property Taxes**	**Insurance**	**Operating Expenses**
	$2.20/square foot	$1.05/square foot	$4.25/square foot
Tenant's Pro Rata Share, as of Effective Date:	63.69%		
Operating Expenses CAP:	N/A		

(a) **Payment of Real Property Taxes, Insurance and Operating Expenses.**

Commencing on the Commencement Date, Tenant will pay to Landlord 1/12th of the estimated amount of Tenant's Pro Rata Share of the Real Property Taxes, Insurance and Operating Expenses (collectively referred to as "CAM") in advance, commensurate with each monthly Minimum Rent installment (as applicable), and such estimated amount of CAM may be adjusted annually by Landlord on the basis of Landlord's actual costs for the previous year, subject to the terms hereof. Proper proration will be made as to the Commencement Date and Termination Date. To clarify, while Tenant's Pro Rata Share indicates its share of the Shopping Center, the CAM charges are based on the number of square feet in the Premises (10,190) multiplied by the combined CAM cost per square foot ($7.50) which yields an annual CAM obligation of $76,425.00, and a monthly CAM obligation of $6,368.75. This monthly payment is due every month after the Effective Date, including before the Rent Commencement Date.

Notwithstanding anything in this Lease to the contrary, Landlord agrees that if Tenant is exempt from paying Real Property Taxes for the Premises pursuant to applicable laws or if Landlord is exempt from paying Real Property Taxes for the Premises as a result of Tenant's leasing the Premises, then in either case, Tenant shall not be responsible for the payment of Real Property Taxes hereunder during the Term (or portion thereof for which Tenant is determined to be exempt by applicable governmental authorities), and Landlord shall promptly refund any prepaid amounts paid by Tenant to Landlord for Real Property Taxes for any period in which it has been determined that Tenant or Landlord is not responsible for payment of Real Property Taxes. Unless or until the Real Estate Taxes on the Premises are reduced or forgiven based upon Tenant's tax exempt status, Tenant is obligated to pay its share of the Real Estate Taxes on a monthly basis along with CAM. Landlord shall cooperate but shall have no obligation to obtain Tenant's exemption or to reduce the Real Estate Taxes due on the property. Any costs reasonably incurred by Landlord to reduce or eliminate Real Estate Taxes due on the Premises shall be paid promptly by Tenant.

(b) **Real Property Taxes.** Real Property Taxes are determined as follows:

(i) "**Real Property Taxes**" mean all taxes, assessments and other governmental charges that are assessed, levied or imposed by any governmental authority upon the Property, Building or the Premises during the Term, including any and all increases to such amounts upon their assessment.

(ii) Notwithstanding anything to the contrary in this Lease, Real Property Taxes do not include any: (A) inheritance, gift, estate, successor, profit, excise, capital stock, income, margin or gross receipts tax; (B) intentionally omitted; (C) franchise tax or other tax with respect to the right of Landlord to do business; (D) penalties or interest for late payment or delinquency (unless resulting from Tenant's failure to pay its share of Real Property Taxes when required by this Lease); (E) tax on land held for future development; (F) tax, charge or imposition or legislation allowing capital expenditures to be collected through a real estate tax or assessment; (G) assessment for

redevelopment costs of the city, county or state; (H) tax increment financing; (I) documentary transfer taxes in connection with the sale or other transfer of any part of the Property, Building or the Premises; or (J) so-called payments in lieu of taxes or any tax or governmental imposition in lieu of any the foregoing.

(iii) Real Property Taxes also include any applicable sales tax on the rent paid by Tenant to Landlord imposed or assessed by the State of Florida or by any county or municipal government entity or agency (collectively, "**Rent Taxes**"). The Rent Taxes component of the total amount to be paid by Tenant as Tenant's Pro Rata Share of Real Property Taxes, will be the entire amount of Rent Taxes, rather than just the Pro Rata Share percentage of Rent Taxes.

(iv) Landlord shall notify Tenant in writing within ten (10) days of receipt of any tax assessment with respect to the Building or the Shopping Center, and Tenant shall have the right to contest, protest or take similar action necessary to object to or appeal any assessment of the Building or the Shopping Center during the Term, and Landlord agrees to cooperate with Tenant in connection with such action.

Landlord will pay all Real Estate Taxes when due and comply with all Laws related to Real Estate Taxes.

(c) **Insurance.** "**Insurance**" means the premiums for the insurance that Landlord is required to maintain pursuant to Section 17.

(d) **Operating Expenses.** Operating Expenses are determined as follows. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to pay increases in Operating Expenses in any Lease Year by more than the "**Operating Expenses CAP**" listed in the table at the beginning of this Section (on a non-cumulative basis) over the Operating Expenses for the previous Lease Year, if any.- Without limiting the foregoing, Operating Expenses for the First Lease Year shall not exceed the estimate set forth in the table at the beginning of Section 5 by more than 5%.

(i) "**Operating Expenses**" mean the commercially reasonable costs and expenses actually incurred by Landlord to operate, manage and maintain the Shopping Center, which may include only the following costs and expenses: (A) maintenance and service agreements in order to keep the Common Areas in a safe, neat and clean condition, including but not limited to landscaping, and janitorial service; (B) the cost of sweeping, patching, striping and sealing all sidewalks, parking areas and roadways in the Common Areas; (C) Common Area utilities; (D) the cost of repairing and replacing all lighting fixtures in the Common Areas, including, without limitation, all bulbs and ballasts; (E) the cost of repairing and maintaining all common signs (i.e., not specific to any particular tenant) in the Common Areas; and (F) a management or administration fee (but not both), which will not exceed 5% of the Operating Expenses.

(ii) Notwithstanding anything to the contrary in this Lease, Operating Expenses do not include the following items:

(A) the cost of sweeping, patching, striping, resurfacing, and sealing all sidewalks, parking areas and roadways in the Common Areas;

(B) fees and costs associated with a merchant's association or any similar association or any promotional fund;

(C) costs for alterations or improvements to the Property that are considered capital improvements under generally accepted accounting principles;

(D) all costs to repair and replace the following items of the Premises, Building or Shopping Center: (i) structural components, such as walls (including load-bearing and masonry walls), the concrete slab, footings and foundations; (ii) the roof, roof covering and membrane; and (iii) electrical, plumbing and other building or utility services or systems to the point of entry of the Premises;

(E) any fines or penalties incurred, or interest charged, as a result of any violation by

Landlord of any federal, state or local governmental rule or authority, or any other tenant of the terms and conditions of any lease, laws or regulations;

(F) depreciation and amortization;

(G) all costs related to Landlord's ground lease or financing, if any;

(H) salaries of Landlord's managers, leasing agents and executives and Landlord's general administrative and overhead expenses;

(I) legal, auditing, consulting, and professional fees paid or incurred in connection with negotiations for leases, financings, refinancings, sales, acquisitions, or further development of the Property;

(J) the cost of correcting latent defects and defects in base building construction for the Building, its systems or the parking areas and other common areas within the Property, including non-compliance with laws currently in effect;

(K) costs or disbursements relating to or arising in any way, directly or indirectly, from the handling, removal, treatment, disposal or replacement of asbestos, asbestos containing materials or other Hazardous Materials on the Property or otherwise complying with environmental requirements, which were not caused by the actions of Tenant, its agents, employees, contractors or subtenants;

(L) any bad debt loss, rent loss, or reserves for bad debts or rent loss, or other reserves;

(M) costs incurred in connection with the sale or change or ownership of the property, including, without limitation, brokerage commissions, attorneys' fees, closing costs, title insurance premiums, transfer taxes and interest charges;

(N) charitable or political contributions;

(O) advertising and promotional expenditures or the cost of maintaining a leasing or marketing office for the property;

(P) amounts paid to subsidiaries or affiliates of landlord for management or other services on or to the property or for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the competitive costs of such services, supplies or materials were they not supplied by a subsidiary or affiliate;

(Q) the cost of repairs or replacements incurred by reason of fire or other casualty or condemnation to the extent that: (i) landlord is compensated therefore through proceeds of insurance or condemnation awards; (ii) landlord failed to obtain insurance against such fire or casualty, if insurance was available at a commercially reasonable rate against a risk of such nature at the time of same; or (iii) landlord is not fully compensated therefore due to the coinsurance provisions of its insurance policies on account of landlord's failure to obtain a sufficient amount of coverage against such risk;

(R) costs incurred for any items to the extent covered by a manufacturer's, materialman's, vendor's or contractor's warranty (a "Warranty") which are paid or reimbursed by such manufacturer, materialman, vendor or contractor and the costs of any items that are not covered by a Warranty but for which a reasonable, prudent landlord would have obtained a Warranty. Unless landlord determines in good faith that such action would not be in the interests of the tenants on the property, landlord shall pursue a breach of warranty claim for items covered by a Warranty;

(S) leasing commissions; costs, disbursements, and other expenses incurred for leasing; costs to renovate or improve space for tenants, whether such work is performed for the initial occupancy of such tenant or thereafter; any and all cash or other consideration paid by landlord on account of or with

respect to the tenant work described in the foregoing clause, and in addition thereto; "takeover expenses" (i.e., expenses incurred by landlord with respect to space located in another building or expenses of any kind in connection with the leasing of space at the Property); and

(T) costs which are not billed to Tenant by December 31st of the year following the year in which such expenses were incurred (e.g., if Landlord incurs a CAM expense in May of 2025, it will have until December 31, of 2026 in which to include such costs in a reconciliation statement); and

(U) costs which are duplicative in any manner.

(e) **"Pro Rata Share"** means a ratio, expressed as a percentage, the numerator of which is the gross leasable floor area of the Premises, and the denominator of which is the gross leasable floor area of the Shopping Center. The gross leasable floor area of the Shopping Center will be determined pursuant to the BOMA standard referenced in Section 4(b) hereinabove. As of the Effective Date, Tenant's Pro Rata Share is set forth in the table at the beginning of this Section, but will always be subject to Tenant's re-measurement of the Premises or Shopping Center verified by a licensed architect at any time during the Term; however, such remeasurement shall not result in an increase in Tenant's costs hereunder. Tenant's Pro Rata Share is NOT to be multiplied by the per square foot CAM estimate since the CAM estimate is calculated on a per square foot basis (i.e., the Tenant's Pro Rata share of CAM is calculated by multiplying the gross leasable area of the Premises by the annual per square foot CAM estimate).

(f) **Reconciliation.** Within 90 days after the close of each calendar year, Landlord will provide to Tenant an accounting of all Real Property Taxes, Insurance, Operating Expenses and any other Additional Rent, along with back-up documentation sufficient to support such accounting. Any overpayment or deficiency in Tenant's payments for such charges will be adjusted between Landlord and Tenant, and Tenant will pay Landlord or Landlord will credit Tenant's account (or if the Lease has expired or terminated, Landlord will pay Tenant), as the case may be, the amount of the necessary adjustment, within 30 days after written notice by Tenant or Landlord that an adjustment is necessary. If Landlord fails to pay or credit Tenant's account as required by the preceding sentence, then Tenant may offset such amount against Rent. The failure of Landlord to furnish the accounting and backup documentation required by this Section for any calendar year within 1 year from the end of such calendar year will result in a waiver of Landlord's right to collect any additional amounts of Additional Rent above those amounts that have been previously paid by Tenant with respect to such calendar year.

(g) **Audit.** Tenant may audit Landlord's books with respect to Real Property Taxes, Insurance, Operating Expenses or any other Additional Rent at any time during the Term with reasonable advance notice. Landlord shall make its book and records available to Tenant digitally in a so-called 'data room' at the request of Tenant. If Landlord's charges resulted in an overpayment of more than five percent (5%) above the proper amount, subject to Landlord's reasonable verification of the same, then Landlord shall pay Tenant for the costs of Tenant's audit within ten (10) days of demand. Tenant shall not use or engage any audit firm whose fees are contingent upon its conclusions.

(h) **Personal Taxes.** Tenant will pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed on Tenant's personal property, alterations and trade fixtures in the Premises.

(j) **Trash Removal**. Landlord shall provide to Tenant access to a common trash dumpster adequate for Tenant's use. The dumpster (and enclosure) will be located in the Common Areas and shall be in compliance with applicable laws. The cost of Tenant's use of such dumpster which will be included in Operating Expenses. If the existing trash enclosure needs to be modified as a result of the Permitted use, then such modifications shall be performed by Tenant at Tenant's expense.

6. Design and Construction of the Premises. For ease of administration, the following definitions and other information related to this Section and Section 7 are listed in this table:

"Delivery Date"	The Effective Date.
"Rent Abatement"	A Rent abatement of one day for every day of delay that Tenant is actually delayed in receiving its permits for Tenant's Work solely due to the fact that Landlord's Work

	has not been complete and in the condition required by this Lease. Tenant acknowledges that the portion of Landlord's Work referenced in Exhibit D as the "Parking Lot Work" may continue to be performed after the Delivery Date and Landlord shall use reasonable efforts to cause such Parking Lot Work to be completed by August 31, 2024, subject to any delays beyond the Landlord's reasonable control.

(a) **Landlord's Work.** On or before delivery of possession of the Premises to Tenant (except with respect to only the timing of the Parking Lot Work), Landlord must complete, at Landlord's sole cost and expense, using new and first class materials, the items of work designated on the attached **Exhibit D**, and in the condition described therein (the "**Landlord's Work**"). Landlord's Work will be substantially in compliance with all applicable code requirements. Landlord will indemnify, protect, defend and hold Tenant free and harmless from and against any cost, fee, damage, loss, expense, claim, demand, liability or lawsuit relating to Landlord's Work. In addition, Landlord will assign any and all warranties arising from construction to Tenant to the extent that Tenant is responsible for the repair, replacement and maintenance of same and Landlord will cooperate with Tenant in pursuing any claims regarding such warranties.

(b) **Landlord's Plans.** [Reserved]

(c) **Tenant's Plans and Work.** Except for Landlord's Work, all materials, work, labor, fixtures and installations required for completion of the interior of the Premises and the operation of Tenant's business therein will be promptly furnished and performed by Tenant, at Tenant's own cost and expense ("**Tenant's Work**"). Tenant will submit plans for Tenant's Work ("**Tenant's Plans**") Tenant's Plans to Landlord for review and approval. Landlord shall have five (5) business days to review and approve such Tenant's Plans, or reject the same and providing specific reasons for such rejection, failing which, the Tenant Plans shall be deemed approved. Landlord shall review and either accept or reject any resubmission of Tenant's Plans within three (3) days after receipt thereof, failing which, Tenant's Plans shall be deemed approved. After Landlord approves Tenant's Plans, Tenant will apply for and diligently pursue obtaining any and all permits necessary for the construction and completion of Tenant's Work ("**Tenant's Permits**"), but Tenant is not required to apply for Tenant's Permits until Landlord approves Tenant's Plans and Tenant waives its termination right under the Due Diligence Period or the same otherwise expires.

7. Delivery and Possession of Premises.

(a) **Delivery and Acceptance of the Premises.** Landlord will deliver possession of the Premises to Tenant on or before the Delivery Date defined in the table at the beginning of Section 6 with Landlord's Work substantially complete. Tenant and Landlord will inspect the Premises no later than 15 days after Landlord's notice. Tenant will not be required to accept delivery of the Premises until Landlord's Work is complete as required by this Lease and the Premises is at least the number of square feet contemplated by this Lease.

(b) **Memorializing Delivery and Acceptance Date**. In the event Tenant accepts possession of the Premises with Landlord's Work complete, then Landlord and Tenant will memorialize the delivery date of the Premises pursuant to the Delivery and Acceptance of the Premises Agreement, the form of which is attached hereto as **Exhibit C**.

(c) **Defects.** Notwithstanding Tenant's acceptance of delivery of the Premises, if Tenant discovers any latent defect in the Premises, Building or Property including, but not limited to, discovery that any structural element or exterior surface is not sound and water tight, or the roof, roof covering and membrane are not water tight, or that the structural system walls, concrete slab, footings or foundations are not structurally sound, or that any system serving the Premises, including the electrical and plumbing systems to the Premises, are not in proper working order, Tenant will notify Landlord and Landlord will immediately repair the same, at Landlord's sole cost and expense, in accordance with the provisions of Section 11.

8. Tenant's Operations. For ease of administration, the following definitions and other information related to this Section are listed in this table:

"Tenant's Exclusive Uses"	Tenant has the exclusive right to operate an educational facility, including a Charter High School, and/or a full-service school management company, in the Shopping Center;.		
"Tenant's Non-Exclusive Uses"	Tenant has the non-exclusive right to provide the following to the public:		
	• Internet access; • Office supplies and products • Stationery and greeting cards • Internet access	• Books; • Candy and snacks; • Technology accessories	• Other items now or later provided by Tenant's or its affiliates comparable locations.
"Prohibited Uses"	The following will be prohibited in the Shopping Center:		
	• music or karaoke venue; • adult bookstore; • condom/sex shop; • strip club; • massage parlor; • gambling operation;	• tattoo parlor; • so-called smoke shop or head shop; • cannabis dispensary, cultivator, manufacturer, distributor, tester, producer, or retailer, or similar use • cigar parlor or shop; • flea market; • arcade;	• or any other business presenting an appearance, noise or other nuisance that is not consistent with a first-class shopping center.

(a) **Tenant's Uses.** Tenant has the exclusive right within the Shopping Center to operate the business and provide the sales and services set forth in Tenant's Exclusive Uses as defined in the table at the beginning of this Section. Tenant may engage in any lawful retail use of the Premises, including Tenant's Non-Exclusive Uses as defined in the table at the beginning of this Section, so long as they do not violate any of the exclusive uses granted to existing tenants as in effect on the Effective Date that are listed on **Exhibit E**, or any of the prohibited uses as in effect on the Effective Date that are listed on **Exhibit E**. All exclusive uses of other tenants and prohibited uses affecting the Premises as of the Effective Date are listed on **Exhibit E**. Landlord represents and warrants that there are no matters of record or other restrictions in effect with respect to the Property or Premises which would prevent or prohibit Tenant from conducting an educational facility, consisting of a Charter high school.

(b) **Prohibited Uses.** Landlord will prohibit the Prohibited Uses as defined in the table at the beginning of this Section in the Shopping Center. Landlord will also prohibit the businesses listed in **Exhibit E** from operating in the Shopping Center and any other business presenting an appearance, noise or other nuisance that is not consistent with a first-class shopping center. **Notwithstanding the foregoing, upon request by Landlord, Tenant agrees to reasonably approve the following uses: medical/pain management massage services and tattoo services, each as part of a larger salon suites concept (and not as a stand alone storefront with exterior signage), and a music or karaoke venue.**

(c) **Operating Hours.** Tenant may operate its business 24 hours per day, 7 days per week, subject to local laws. Landlord agrees to provide, as reasonably necessary and, as requested by Tenant, proper lighting for 24 hour operation.

(d) **Trade Name.** Landlord hereby agrees that Tenant may operate under any lawful trade name approved by applicable governmental authorities.

(e) **Uses Prohibited by Law.** If (i) within the Due Diligence Period, Tenant has not received satisfactory evidence that Tenant will be able to obtain all permits, third party approvals and licenses necessary for the Tenant's Work and operation of Tenant's proposed business, or (ii) at any time during the Term (including any renewal), applicable law does not permit the use of the Premises as permitted under this Lease, then, in either case, Tenant may,

without waiving any other rights Tenant may have, terminate this Lease by giving Landlord 30 days' prior written notice.

(f) **Vacation of Premises.** Tenant is not obligated to continuously operate. Tenant may cease operations, vacate the Premises and remove all of Tenant's attached and unattached trade fixtures, personal property and inventory. As long as Tenant continues to pay Rent and any additional rental amounts, such vacation and cessation of operations will not be an event of default. If Tenant vacates the Premises, Landlord shall accept Tenant's payment of Rent and additional rent, and the Lease will remain in full force and effect, and Tenant shall not be considered in default hereunder.

(g) Charter Termination. In the event the contract between Tenant or its charter school affiliate and the School District of Manatee County is terminated or is not renewed (for reasons other than an intentional act or willful misconduct by Tenant), then Tenant shall be entitled to terminate this Lease upon at least 90 days' advanced notice, such termination to be effective when Tenant's charter terminates. Notwithstanding the foregoing, Tenant agrees not to exercise its termination right hereunder for the first five (5) Lease Years during the Term.

9. Signage.

(a) **Tenant's Signs.** Tenant may install and maintain the following signage (singularly and collectively, "**Tenant's Signs**") subject to approval from all applicable governmental authorities:

"Tenant's Sign Panels"	Tenant's illuminated identification signage located on the exterior of the Premises.
"Tenant's Pylon/Monument Signs"	Signage located on the top panel on each side of any existing and/or future pylon or monument sign (with such priority, from the top, to always remain), if any.
"Tenant's Window Signs"	Permanent and/or temporary promotional window signs, including banners and displays.

Subject to approval from all applicable governmental authorities, Landlord (i) approves Tenant's Signs depicted in the sign rendering attached hereto as **Exhibit H**, (ii) agrees to cooperate with Tenant in any variance needed to utilize the Tenant's Signs, (iii) grants Tenant the right to change Tenant's Signs from time to time in a manner consistent with Tenant's or its affiliates other locations, and (iv) grants Tenant the right to post "Coming Soon" signage at the Premises and on the Property, upon commencement of Tenant's construction, which signage will be removed within 30 days following the date that the Premises is open for business.

(b) **Landlord's Sign.** Landlord shall not have the right to place any "For Rent" or "For Lease" (or words of similar import) signs on the Premises; provided, however, Landlord may place such signage during the last 3 months of when this Lease will expire or terminate (all as subject to and provided herein) so long as such signage is not on the Premises and does not specifically reference the Premises. Further, Tenant shall permit Landlord to show the Premises at reasonable hours to prospective tenants during the last 3 months of when this Lease will expire or terminate (all as subject to and provided herein).

10. Parking. Tenant has the following parking rights on the Property at no additional cost:

"Tenant's Non-Exclusive Parking"	Non-exclusive use of all common area parking for Tenant's guests, students and employees.

Landlord represents and warrants that Landlord owns or controls the parking areas outlined with blue boundary lines (the "existing parking area") and outlined with orange boundary lines ("new parking area") marked on Exhibit A-2 and referred to collectively as the "Parking Areas", and Tenant shall have the right to use the Parking Areas for vehicular parking during the Term at no additional charge. Landlord agrees to cause the Parking Areas to contain no less than fifty-three (53) total parking spaces (striped and marked in compliance with applicable laws and code) and Tenant shall have access during the Term to Tenant's Pro Rata share of such parking spaces, which the parties stipulate and agree equals 63.69% of such parking spaces, or 33.92 parking paces, rounded up to a total of

thirty-four (34) parking spaces, and shall have the right to tow unauthorized vehicles from the Parking Areas as Tenant may determine in its reasonable discretion. Landlord agrees that the Parking Areas will at all times contain the minimum number of parking spaces required for the Permitted Use during the term. As part of the Parking Lot Work, Landlord also agrees to install and maintain (as part of CAM) signage which indicates that the Parking Areas are for tenants of the Shopping Center only and that unauthorized vehicles will be towed at the owner's expense, or similar signage to that effect.

11. Maintenance and Repairs. Tenant and Landlord will comply with their respective obligations to maintain, repair and replace those items as more specifically set forth on **Exhibit F**.

12. Utilities. Tenant will pay for all utilities consumed by it at the Premises commencing as of the Commencement Date. Landlord will cause all utilities to the Premises to be separately metered at Landlord's sole cost and expense. For any utilities not subject to separate monitoring, Landlord shall retain the right to allocate fiscal responsibility between the applicable tenants in a reasonable manner.

13. Alterations and Inspections.

(a) **Tenant's Alterations.** Tenant may make interior, non-structural alterations, additions and modifications to the Premises without Landlord's approval. Tenant will not otherwise alter the exterior of the Premises or make any structural changes to the Premises without first obtaining Landlord's written approval, which approval will not be unreasonably withheld, delayed or conditioned.

(b) **Landlord's Alterations.** With respect to Landlord's ability to alter the Property or the improvements thereon, Landlord covenants not to make any changes, additions, or alterations which materially and adversely affect the Premises, Tenant's business operations thereat, access to the Premises, visibility of the Premises or Tenant's signs, the proximity of and convenient access between the delivery facilities and the Premises or the proximity or convenient access between the parking areas and the Premises; without first obtaining Tenant's written consent, which consent may be withheld if any such changes, alterations or additions materially and adversely affect Tenant's business operations; otherwise Tenant's consent will not be unreasonably withheld or delayed. If the exercise by Landlord of its rights under this Section materially and adversely affect Tenant's business for more than 24 hours (and such work is not necessitated by a bona fide emergency without fault of Landlord or governmental requirements), then Rent will abate until the earlier of (i) the day on which Tenant's business is no longer affected, or (ii) Landlord completes the activities in question.

(c) **Right of Inspection.** Landlord, its agents or representatives, upon 48 hours' prior written notice to Tenant, may enter upon the Premises at all reasonable times for the purpose of inspecting the Premises, performing Landlord's repair and maintenance obligations and for exhibiting the Premises to prospective purchasers or mortgagees of the Property. Landlord covenants and agrees to use its best efforts to minimize interference with Tenant's business operations on the Premises in exercising these rights.

14. Use of Common Areas; Roof and Building.

(a) **Use of Common Areas.** Tenant, its employees, representatives, customers, invitees, subtenants, licensees, and concessionaires have the non-exclusive right to use the Common Areas, including, but not limited to vehicular and pedestrian ingress and egress and parking. As used in this Lease, "**Common Areas**" will mean all common areas and other common facilities (including the Parking Areas) made available from time to time by Landlord in or about the Shopping Center and which will be subject to the exclusive control and management of Landlord. Common Areas will include all areas, space, facilities, equipment and special services from time to time made available for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Shopping Center, such as sidewalks, parking areas, access roads, driveways, landscaped areas, truck service ways, loading docks, interior hallways and access/delivery corridors, bus stations, parcel pick up areas, restrooms and utility facilities. The meaning of Common Areas will not include the Premises as defined in this Lease.

(b) **Tenant's Use of Roof.** Subject to applicable governmental regulations including permitting, and provided that any roof guaranty will not be invalidated or materially affected, and provided further that Landlord is

given 15 days advance written notice (except in an emergency), Tenant has the non-exclusive right to use all or any part of the roof of the Building above the Premises for any purpose related to its business (e.g., satellite dish installation, emergency roof repairs, HVAC maintenance) BUT ONLY after Landlord's express written approval, not to be unreasonably withheld, conditioned or delayed (except in an emergency). Under no circumstances shall students or clients of Tenant be allowed onto the roof.

(c) **Building Alterations by Landlord.** Landlord will not erect additional stories or other structures over all or any part of the Building; nor remodel, expand, contract or otherwise alter or change any portion or portions of the Building that would materially or adversely affect Tenant's conduct of its business without Tenant's prior written approval which will not be unreasonably withheld, conditioned or delayed. Landlord reserves to itself such licenses, easements, and other rights in, over or under the Building thereof as will be required for the construction, installation, repair, replacement and/or maintenance of structural supports and members, mains, conduits, pipes or other facilities serving the Building, or any part thereof; provided, however, that Landlord will pay for at its sole cost and expense any such alterations required on the Building as a result of any such exercise, occupancy, use or enjoyment of any such license or easement or other right. If the exercise by Landlord of its rights under this Section materially and adversely affects Tenant's business, then Rent will abate until the earlier of (i) the day on which Tenant's business is no longer affected, or (ii) completion of the activities in question.

15. Tenant's Property; Surrender.

(a) **Tenant's Property.** The following items are the personal property of Tenant (and not a part of the Premises), and may be removed by Tenant at any time prior to the expiration or termination of this Lease: Tenant's attached or unattached trade fixtures, all furniture, equipment, machinery, signs, personal property and any property bearing any of Tenant's trade names or trademarks, service marks, designs, logos, indicia, corporate names, company names, business names, fictitious business names, trade styles and any other service or business identifier (collectively "**Tenant's Property**"). Landlord waives any lien or attachment for rent on Tenant's Property.

(b) **Surrender.** Tenant's only obligation regarding the condition of the Premises at expiration or termination of this Lease will be to surrender the Premises in as-is, free of debris condition, and to perform repairs occasioned by the removal of Tenant's Property.

16. Compliance with Laws; Accessibility; Rules and Regulations.

(a) **Compliance with Laws.** Landlord and Tenant will comply with all applicable laws, statutes, ordinances, rules, orders, regulations, and requirements of the respective federal, state, county or municipal governments (collectively "**Laws**").

(b) **Accessibility.** Notwithstanding anything herein to the contrary, (i) Landlord will cause all ingress and egress to the Premises as well as the Common Areas to comply with all applicable Laws related to accessibility, such as the Americans with Disabilities Act ("**ADA**"); and (ii) Tenant will cause all areas within the Premises to comply with all applicable Laws related to accessibility, such as the ADA. Landlord shall be responsible for correction or complying with all ADA violations in the Shopping Center not otherwise caused by Tenant.

(c) **Compliance with Rules and Regulations.** Tenant will comply with all reasonable rules and regulations as may be established by Landlord from time to time pertaining to the appearance and operation of the Property, Building and the Premises; provided, however, that (i) such rules and regulations are customary for the operation of a similar sized commercial retail building in the area in which the Premises is located; (ii) such rules and regulations do not require the expenditure of additional sums by Tenant; and (iii) such rules and regulations do not otherwise materially interfere with Tenant's use, access, visibility, signage and/or parking. In the event of a conflict between any rules and regulations and the provisions of this Lease, the provisions of this Lease will control.

17. Insurance.

(a) **General Provisions.** All insurance policies required to be maintained hereunder will be procured from insurance companies rated at A/VIII or better by the then current edition of Best's Insurance Reports published by

A.M. Best Co. and licensed to do business in the State where the Property is located. Liability insurance limits may be provided through any combination of primary and/or excess insurance policies. Each party will provide the other with a certificate of insurance evidencing that the required coverages are in full force and effect, within 10 days of written request therefor, but not more often than once per Lease Year. All capitalized terms referring to insurance coverage shall have the same meaning as customarily used in the insurance industry for shopping centers.

(b) **Landlord's Insurance.**

(i) Landlord will maintain All Risk Property Insurance upon the Property, Building and building improvements owned by Landlord with coverage for perils as set forth on the Causes of Loss-Special Form, with a coverage extension for the perils of flood and earthquake, in an amount equal to full replacement cost. Such insurance will contain an agreed valuation provision in lieu of any co-insurance clause, an increased cost of construction endorsement, and debris removal coverage in favor of Tenant.

(ii) Landlord will maintain Commercial General Liability Insurance, including Contractual Liability Insurance coverage, (collectively, "Landlord's CGL Insurance") covering the Property and Landlord's operations with combined single limits of not less than $2,000,000 per occurrence for bodily injury or property damage.

(iii) Landlord's CGL Insurance will provide that for events that occur outside of the Premises, Landlord's CGL Insurance will be primary to and not contributory to any similar insurance carried by Tenant, and will contain a severability of interest clause. Tenant will reimburse Landlord for Tenant's Pro Rata Share of such Insurance as described in Section 5. Before the Effective Date, a specimen copy of the aforementioned endorsement will be delivered to Tenant.

(c) **Tenant's Insurance.** Tenant will maintain All Risk Property Insurance upon Tenant's leasehold improvements within the Premises with coverage for perils as set forth on the Causes of Loss-Special Form, with a coverage extension for the perils of flood, in an amount equal to full replacement cost. Such insurance will contain an agreed valuation provision in lieu of any co-insurance clause, and debris removal coverage in favor of Landlord.

(d) **Liability Insurance**. Tenant will maintain Commercial General Liability Insurance, including Contractual Liability Insurance coverage, (collectively, "Tenant's CGL Insurance") solely covering Tenant's Premises, with combined single limits of not less than $2,000,000 per occurrence for bodily injury or property damage. For events that occur solely in the Premises, Tenant's CGL Insurance will be primary to and not contributory to any similar insurance carried by Landlord, and will contain a severability of interest clause.

(e) **Other Coverage.** Landlord and Tenant will maintain Workers' Compensation Insurance providing statutory benefits to the respective employees of either party in the State where the Property is located with a waiver of subrogation in favor of the other party and Employer's Liability Insurance with limits of not less than $100,000 per accident or disease and $500,000 aggregate by disease.

(f) **Waiver of Subrogation.** Landlord and Tenant hereby waive and release all rights of recovery against the other, including employees and agents (whether in contract or tort), arising during the Term for any loss of or damage to any property located within or constituting part of the Property, Building or the Premises (whether or not the party suffering the loss or damage actually carries any insurance, recovers under any insurance or self-insures the loss or damage) resulting from loss of or damage to any such property by reason of an insured or uninsured casualty loss. Landlord and Tenant will each have their insurance policies issued in such form as to waive any right of subrogation as might otherwise exist. This mutual waiver is in addition to any other waiver or release contained in this Lease.

(g) **Indemnity and Hold Harmless.**

(i) TENANT'S INDEMNITY. SUBJECT TO APPLICABLE LAW AND THE PROVISIONS OF SECTION 17(f), TENANT WILL PROTECT, DEFEND, AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ALLEGATIONS, DAMAGES, LOSSES,

LIENS, JUDGMENTS, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' AND CONSULTANTS' FEES) AND/OR LIABILITIES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR CAUSED BY (A) ANY INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY WHICH OCCURS SOLELY IN THE PREMISES, OR (B) ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF TENANT OR (C) ANY VIOLATION BY TENANT OF ITS OBLIGATIONS UNDER THIS LEASE TO COMPLY WITH LAWS, INCLUDING, WITHOUT LIMITATION, THE ADA (AS THOSE TERMS ARE DEFINED IN THIS LEASE). NOTWITHSTANDING THE FOREGOING, TENANT IS NOT REQUIRED TO HOLD LANDLORD HARMLESS UNDER THIS SECTION FOR LOSSES (AS DEFINED ABOVE) CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LANDLORD.

(ii) LANDLORD'S INDEMNITY. SUBJECT TO APPLICABLE LAW AND THE PROVISIONS OF SECTION 17(f), LANDLORD WILL PROTECT, DEFEND, INDEMNIFY AND HOLD TENANT HARMLESS FROM AND AGAINST ANY AND ALL LOSSES (AS DEFINED ABOVE) ARISING OUT OF OR CAUSED BY (A) ANY INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY WHICH OCCURS ON, IN OR ABOUT THE PROPERTY, EXCLUDING THE PREMISES, OR (B) ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF LANDLORD OR (C) ANY DEFECT IN THE PREMISES (OTHER THAN DEFECTS WITHIN TENANT'S CONTROL) OR ANY VIOLATION BY LANDLORD OF ITS OBLIGATIONS UNDER THIS LEASE TO COMPLY WITH LAWS, INCLUDING, WITHOUT LIMITATION, THE ADA (AS THOSE TERMS ARE DEFINED IN THIS LEASE). NOTWITHSTANDING THE FOREGOING, LANDLORD IS NOT REQUIRED TO INDEMNIFY TENANT UNDER THIS SECTION FOR LOSSES (AS DEFINED ABOVE) CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TENANT.

(iii) THE INDEMNITIES SET FORTH IN THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE FOR A PERIOD NOT TO EXCEED 2 YEARS AFTER THE TERMINATION DATE OR EXPIRATION DATE, AS APPLICABLE.

18. Hazardous Materials.

(a) **Landlord's Obligations.**

(i) Landlord will deliver the Premises to Tenant free of all Hazardous Materials. Landlord represents and warrants that the Property, Building and Premises are in compliance with all federal, state and/or local statutes, regulations, rules and/or ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, generation, manufacture, collection, treatment, disposal, storage, control, removal or clean up of Hazardous Materials ("**Environmental Laws**"). Except as expressly set forth in Section 18(b), Landlord will be solely responsible, at Landlord's cost, for removing or otherwise remediating all Hazardous Materials on the Property, Building and Premises as required by, and in full compliance with, all Environmental Laws. In the alternative, Landlord will cause or make commercially reasonable efforts to cause the responsible party to remove or otherwise remediate all Hazardous Materials. "Hazardous Materials" will include, but not be limited to, lead-based paint and asbestos, substances defined as hazardous substances, hazardous materials, or toxic substances in any federal, state or local environmental law, regulation, ordinance, rule or law, whether existing as of the date hereof, previously enforced or subsequently enacted.

(ii) If Tenant incurs any costs, fees, damages, losses, expenses, and/or liabilities in connection with Hazardous Materials present or released in, at or about the Property, Building and/or Premises through no fault of Tenant, its agents, licensees, contractor or assigns, Landlord will pay such costs, fees and/or expenses within 10 days of a written request from Tenant. Furthermore, Landlord will indemnify, protect, defend and hold Tenant harmless from and against any and all costs, fees, damages, losses, expenses and/or liabilities of any kind or nature in any way related to the existence, removal, transportation or disposal of any Hazardous Materials in, at, on or about the Property, Building and/or Premises except as expressly set forth in Section 18(b). If any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, will defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

(b) **Tenant's Obligations.**

(i) Tenant represents and warrants that during the Term, it will occupy, use and/or possess the Premises in compliance with all Environmental Laws. Tenant will be solely responsible, at Tenant's cost, for removing or otherwise remediating Hazardous Materials first introduced into the Property, Building or Premises solely by Tenant, in full compliance with all Environmental Laws.

(ii) If Landlord incurs any costs, fees, damages, losses, expenses, and/or liabilities in connection with Hazardous Materials present or released in, at or about the Property, Building and/or Premises as provided in the preceding paragraph, Tenant will pay such costs, fees and/or expenses within 10 days of a written request from Landlord. Furthermore, Tenant will protect, defend and hold Landlord harmless from and against any and all costs, fees, damages, losses, expenses and/or liabilities of any kind or nature in any way related to the existence, removal, transportation or disposal of any Hazardous Materials in, at, on or about the Property, Building and/or Premises to the extent the same are first introduced by Tenant. If any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

19. Fire or Other Casualty.

(a) **Notice of Destruction.** If the Premises or Building or Property should be damaged by fire, the elements, accident or other casualty to the extent that the Premises are totally or partially inaccessible or unusable as reasonably determined by Tenant, Tenant will immediately notify Landlord. Within 30 days after receipt of written notice of such damage, Landlord will notify Tenant of the amount of time Landlord reasonably estimates it will take to repair such damage ("**Landlord's Estimate**").

(b) **Loss Covered by Insurance.** If the loss to Landlord is covered (exclusive of any deductible) or is required by the terms of this Lease to be covered by Insurance maintained by Landlord or for Landlord's benefit, then:

(i) If (A) Landlord's Estimate is equal to or less than 180 days from the date of such casualty; and (B) Landlord is not prevented by applicable laws from restoring the Property, Building and/or Premises to its preexisting condition, Landlord will, at Landlord's expense, repair the same and restore the Property, Building and Premises to their respective conditions preceding such casualty and this Lease will remain in full force and effect and the Rent will be proportionately reduced or abated during the period of time commencing on the date of casualty and ending on the date that Tenant reopens for business in the same proportion as the portion of the Premises rendered inaccessible or unusable to Tenant bears to the total leasable square footage of the Premises. Notwithstanding the foregoing, there shall be no Rent abatement for temporary or short-term closures of less than 1 week following a hurricane or other natural disaster.

(ii) If Landlord's Estimate exceeds 180 days from the date of the casualty, or if the applicable restoration is not completed within 180 days from the casualty, then Tenant may terminate this Lease upon written notice to Landlord.

(c) **Loss Not Covered by Insurance.** If, at any time prior to the expiration or termination of this Lease, the Property, Building and/or Premises is totally or partially damaged or destroyed from a risk, the loss to Landlord which is not fully (exclusive of any deductible) covered by Insurance required hereunder to be maintained by Landlord or for Landlord's benefit, Landlord may, at its option, upon written notice to Tenant within 45 days after notice to Landlord of the occurrence of such damage or destruction, elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease will continue in full force and effect provided that such repairs or restorations are completed within 180 days of the casualty and Rent will be proportionately reduced as provided in Section 19(b)(i). In the event such repairs are not complete within 180 days from the date of such casualty, Tenant may terminate this Lease upon written notice to Landlord.

(d) **Destruction Near End of Term.** Notwithstanding the foregoing, if the Property, Building and/or Premises is wholly or partially damaged or destroyed within the final three Lease Years of the Term (or during any Renewal Term if the Option is exercised), Tenant may terminate this Lease upon written notice to Landlord following such a casualty.

(e) **Destruction of Improvements and Personal Property.** In the event of any damage to or destruction of the Premises, under no circumstances will Landlord be required to repair, replace or compensate Tenant for the personal property, trade fixtures, alterations, machinery, equipment or furniture of Tenant, unless such damage is caused by Landlord's failure to maintain, repair or replace as provided herein.

20. Condemnation. If more than 25% of the Premises or such portion of the Property or Building (including parking areas) as Tenant reasonably determines renders the Premises unfit for its intended use, is taken or condemned by any competent authority for any public or quasi public use or purpose or if Landlord conveys or leases any part of the Property, Building or Premises to a condemning authority in settlement of a threat of a taking or condemnation ("**Taking**"), then, Tenant may terminate this Lease upon 30 days' written notice to Landlord. Any award for the fee or leasehold interest in the Property, of which the Premises are a part, will be the property of Landlord. Tenant, however, will be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for trade fixtures, equipment, moving expenses, good will, removal of trade fixtures and personal property and any other award expressly made to Tenant. If Tenant does not terminate this Lease, then the Rent, in the case of any partial taking or condemnation, will be apportioned as of the date of vesting of title and, Tenant will be entitled to a pro rata reduction in the annual Rent payable hereunder based on the portion which the floor area in the space taken bears to the gross leasable floor area of the Premises immediately prior to such taking.

21. Tenant's Default; Landlord's Remedies.

(a) **Default.** Tenant will be in default if:

(i) Rent or any other payment due from Tenant to Landlord under this Lease remains unpaid more than 10 days after Tenant has received written notice from Landlord that such Rent or other payment was not paid when due (provided that Landlord need not send more than two (2) such notices in any calendar year);

(ii) Tenant violates any covenant in this Lease, other than the covenant to pay Rent, and fails to comply with such covenant within 30 days after Tenant's receipt of written notice from Landlord of such violation, or if such covenant cannot be completed within this 30 day period, and Tenant fails to undertake reasonable efforts to comply with such covenant within this timeframe and fails to pursue completion as soon as is reasonably practical; or

(iii) subject to the laws governing bankruptcy at such time, (A) any sale of Tenant's interest in the Premises created by this Lease is made under execution, (B) Tenant or any guarantor of this Lease is adjudicated a bankrupt or insolvent, and such adjudication is not vacated within 90 days, (C) a corporate reorganization of Tenant or any such guarantor or an arrangement with its creditors is approved by a court under the Federal Bankruptcy Act, or (D) Tenant or any such guarantor makes an assignment for the benefit of creditors.

(b) **Remedies.** In the event of Tenant's default, Landlord has the following remedies:

(i) Landlord may continue this Lease in full force and effect for so long as Landlord does not terminate the Tenant's right to possession, and Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due; or

(ii) Landlord may terminate Tenant's right to possession and continue to recover Rent as the same becomes due until a suitable replacement tenant is located, at which time Landlord will terminate this Lease and relet the Premises, and may recover the reasonable cost of reletting, including advertising fees and broker fees and commercially reasonable costs of reletting, and any unpaid Rent accrued at the time of termination; or

(iii) Landlord may terminate this Lease and declare all Rent due, and recover from Tenant (A) any unpaid Rent and fees accrued at the time of termination; and (B) the remaining portion of the amortized commissions paid upon entering this Lease (amortized on a straight-line method over the initial Term); and (C) all actual and reasonable costs associated with recapturing and reletting the Premises, and collecting the remedies described herein, including all attorneys fees and costs; and (D) the Minimum Rent becoming due for the twelve (12) months following such termination (plus any months between such date and the actual date of payment by Tenant, such that if Tenant does not pay for an additional 5 months, its exposure is increased to 17 months Rent), except that

Tenant shall have the right to an offset credit for any rents received or amortized by Landlord from a third-party tenant for any portion of the Premises applicable to such 12 -month period following such termination.

Landlord will use reasonable efforts to mitigate damages arising out of Tenant's default. Landlord shall have the right to cover Tenant's exterior signage in the event that Tenant is more than 60 days in arrears on any payment of Rent.

22. Landlord's Default; Tenant's Remedies.

(a) **Default.** Landlord will be in default if (i) Landlord fails or refuses to pay any sum of money payable under this Lease for 10 or more days following Landlord's receipt of written notice of nonpayment; or (ii) Landlord violates any covenant or fails to perform any obligation under this Lease, other than those set forth in clause (i), and fails to cure such violation or failure within 30 days after Landlord's receipt of written notice of such violation or failure, or, if such violation or failure cannot be cured within such 30 days, if Landlord fails to undertake reasonable efforts to cure such violation or failure within such 30 days and diligently pursue completion of such cure as soon as is reasonably practical.

(b) **Remedies.** In the event of Landlord's default, Tenant has the following remedies:

(i) Tenant may cure such default on behalf of Landlord, and offset the costs incurred by Tenant against Rent and all other sums payable to Landlord hereunder;

(ii) (For a material or intentional breach) Tenant may terminate this Lease upon 30 days' prior written notice to Landlord; or

(iii) With respect to a violation or failure to enforce Tenant's Exclusive Uses, Tenant may require Landlord to use reasonable efforts to enforce Tenant's Exclusive Uses, and if the offending tenant or other person or entity has not ceased its violation of Tenant's Exclusive Uses within 60 days after Tenant's notice to Landlord, then Tenant may, in addition to all rights and remedies at law or in equity, (A) take legal action against Landlord, the offending tenant or other person or entity, (B) abate the Minimum Monthly Rent until such default is cured, or (C) terminate this Lease.

(c) **Landlord's Liability.** Notwithstanding any other provision of this Lease, Tenant will look solely and exclusively to Landlord's interest in the Shopping Center (including the rents and profits not otherwise subject to a valid security interest) in the event of any default or breach by Landlord under this Lease; and no other assets of Landlord will be subject to liability, levy, execution, or other judicial process or award for the satisfaction of Tenant's claims under this Lease. Additionally, the foregoing provisions are not intended to relieve Landlord from the performance of any of its obligations hereunder or to negate Tenant's offsets as specifically set forth in this Lease, but rather to limit Landlord's liability as aforesaid.

23. Warranties. Landlord represents and warrants to, and covenants with, Tenant that: (a) Landlord is the fee simple owner of the Property, and provided Tenant is not in default under this Lease beyond any applicable notice and cure periods, Landlord will warrant and defend Tenant's quiet enjoyment and possession of the Premises during the Term; (b) Landlord has obtained all consents and approvals from governmental agencies or other third parties necessary for Landlord to enter into and perform its obligations under this Lease; and (c) there are no agreements, restrictions, restrictive covenants or the like, whether of record or not, to which Landlord is a party, which would affect the Property, Building or the Premises or which would prohibit or restrict Tenant's uses permitted under this Lease.

24. Miscellaneous Provisions.

(a) **Mechanic's Liens.**

(i) **Lien.** Neither Tenant nor anyone claiming by, through or under Tenant will place any mechanic's lien or supplier's lien ("**Lien**") of any kind or character on the Premises. Notice is hereby given that no contractor, subcontractor or anyone else that may furnish any material, service or labor to the Premises, at any time, will be, or become, entitled to any Lien thereon whatsoever. Landlord may record or post a notice of non-

responsibility, or the equivalent thereof, on the Premises during the period Tenant is conducting Tenant's Work.

(ii) **Release of Lien.** In the event that any such Lien is filed, Tenant agrees to cause the release and discharge of such Lien in the manner required by the law of the state in which the Lien has been filed, including, if necessary, the filing of a bond to remove such Lien, within 30 days following the date Tenant has notice of the filing of such Lien.

(b) **Assignments or Subletting.** Tenant may transfer or assign this Lease or sublet any part of the Premises without the consent of Landlord, provided that any such assignment or subletting will not relieve Tenant of its financial obligations under this Lease. Tenant may license any part of the Premises to vendors, licensees or concessionaires for the same uses as granted to Tenant in this Lease without Landlord's consent; provided, however, that such vendor, licensee or concessionaire appears as an integrated part of Tenant's store. No restrictions or conditions on transfer, assignment or subletting apply to the following: (i) the public sale of Tenant's or its parents' stock or other equity interests (whether in an initial offering or a secondary transfer), (ii) any transfer to a subsidiary, parent, division, or corporation, or other affiliate of Tenant, (iii) any sale of all or substantially all of Tenant's business, assets or ownership interests, or (iv) an affiliate or successor by merger, consolidation, reorganization or governmental action.

(c) **Estoppel Certificate.** Tenant will deliver to Landlord, an estoppel certificate in favor of Landlord's prospective purchaser or prospective lender, as set forth below. The estoppel certificate will certify (i) that this Lease is in full force and effect (and if there have been modifications, will state such modifications), (ii) that there are no defenses or offsets under the Lease claimed presently, or stating those claimed and (iii) as to such other matters directly related to this Lease which may be reasonably requested. There are two types of estoppel requests that can be made – standard and expedited requests – and the process for each such request is set forth below:

	Standard Request	**Expedited Request**
Method of Request	Written notice sent to Tenant's notice address	Written notice sent to:
Fee*	No charge	$750 fee (per request) should be received by Tenant within 1 business day of the expedited request.
Deadline to provide Estoppel Certificate	Delivered to Landlord within 15 business days	Delivered to Landlord within 5 business days after receiving the fee.
Form of Estoppel Certificate	Tenant's then standard form	Tenant's then standard form
Other information	If Tenant receives more than 2 estoppel request per fiscal year, then Tenant will charge Landlord a $750 fee thereafter per request.	If Tenant fails to deliver within the deadline set forth above, Tenant will not be in default, however Tenant will (i) process the request as a standard request and (ii) reimburse the fee.
	**Any fees paid will be excluded from CAM and/or Additional Rent.*	

(d) **Attornment.** In the event of any foreclosure (or deed in lieu of foreclosure) of the Property, Tenant will attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease; provided that, such purchaser assumes all of the Landlord's obligations under this Lease.

(e) **Subordination.** Tenant's rights under this Lease will be and are subject and subordinate to the lien of any bank or institutional mortgage or mortgages now or hereafter in force against the Property, provided that such subordination is expressly conditioned on the Landlord obtaining, for the benefit of Tenant, a subordination agreement substantially in the form attached hereto as **Exhibit G** to this Lease. In the event Landlord fails to deliver such agreement within thirty (30) days from the Effective Date, then Tenant shall have the right to terminate this Lease upon written notice to Landlord.

(f) **Notices.** Notices required or permitted to be given under this Lease must be in writing, sent by (i) registered or certified U.S. mail, postage prepaid, return receipt requested, (ii) recognized overnight courier or (iii) by

personal delivery with confirmation of receipt, in each case, addressed to the addresses set forth in Section 1, except that a party may designate a substitute notice address by giving the other party notice in accordance with this provision. Notices will be effective (A) if sent by U.S. mail, 3 business days after being deposited in the United States Postal system, (B) if sent by recognized overnight courier, on the business day after being deposited with such courier, or (C) if personally delivered, upon delivery. Any telephone or facsimile numbers provided are for convenience only, not for proper notice requirements. Notice by electronic mail shall be effective if made to the email addresses set forth herein or otherwise updated from time to time by notice to the other party, and the notice identifies as a legal notice under the Lease and seeks confirmation of or receipt from the receiving party. Actual notice shall be a defense to any claims related to the form of delivery of legal notices hereunder.

(g) **Binding Effect; Amendment.** This Lease inures to the benefit of and binds Landlord and its successors and assigns, binds Tenant and its successors and assigns, and inures to the benefit of Tenant and the successors and assigns of Tenant permitted by this Lease. This Lease sets forth all promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Property, Building and/or Premises, and there are no other promises, agreements, conditions, or understandings, either oral or written, expressed or implied. Except as otherwise stated in this Lease, no alteration, amendment, change or addition to this Lease will be binding upon Landlord or Tenant unless in writing and signed by Landlord and Tenant.

(h) **Interpretation; Headings; Invalidity; No Waiver.** The interpretation, validity and enforcement of this Lease will be governed by and construed under the laws of the State of Florida, excluding its principles of conflict of laws. All headings preceding the text of the provisions of this Lease are inserted solely for convenience of reference and none of them constitute a part of this Lease or affect its meaning, construction, or effect. If any provision of this Lease or the application thereof is invalid or unenforceable, the remainder of the Lease, or the application of such provision to circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and all such remaining provisions will continue to be valid and enforceable. The failure of either party to insist, in any one or more instances, upon a strict performance of any covenant of this Lease or to exercise any option or right under this Lease will not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but the same will remain in full force and effect unless otherwise stated in writing.

(i) **Force Majeure.** So long as the cause is not due to the willful act or neglect of the party charged, that party will not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if that default is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, requirement for any governmental approval, or through act of God (**"Force Majeure"**). However, except as otherwise specifically provided for in this Lease, this paragraph does not excuse Tenant from the payment of Rent at the times and in the manner required by this Lease.

(j) **Brokers.** The only broker involved in negotiating this Lease on behalf of Tenant is Mohr Partners (the **"Broker"**). Landlord will pay the Broker, and American Property Group representing Landlord, all amounts owing with respect to this Lease under separate written agreement. Tenant will hold Landlord harmless from all damages resulting from any claims that may be asserted against Landlord by any broker, finder, or other person (other than the Broker) with whom Tenant has or purportedly has dealt. Landlord will hold Tenant harmless from all damages resulting from any claims that may be asserted against Tenant by the Broker or any broker, finder, or other person with whom Landlord has or purportedly has dealt.

(k) **Memorandum of Lease.** Upon the request of either party, the parties will execute, acknowledge, and deliver a Memorandum of Lease (**"Memorandum of Lease"**) in a form reasonably acceptable to the parties, and the Memorandum of Lease may be recorded at the expense of the requesting party.

(l) **Confidentiality; Media Restrictions.** The terms and conditions of this Lease are confidential and proprietary and neither party will disclose them to any person or entity other than such party's parents, affiliates, officers, employees, lenders, investors, investment bankers, accountants, attorneys and contractors, and any subtenants, assignees or licensees permitted by this Lease, in each case, who will each keep the terms and conditions of this Lease confidential. The parties are also permitted to disclose the terms of this Lease as necessary to enforce such party's rights under this Lease or as required under applicable laws and regulations. Without limiting the foregoing, Landlord will not, without the prior written consent of Tenant, make any news releases or other public

disclosures with respect to the transactions contemplated by this Lease, including, but not limited to, disclosures in brochures, symposia, advertisements, photographs and films, public announcements and denials or confirmations regarding this Lease transaction. However, the foregoing does not prohibit Landlord or Tenant from distributing internal announcements, reports and instructional material with respect to the transactions contemplated by this Lease.

(m) **Holding Over.** This Lease will terminate without further notice upon the Termination Date. Any holding over by Tenant after the Termination Date will be construed to be a tenancy from month to month on the same terms and conditions of this Lease except that Minimum Monthly Rent will be 125% of the Minimum Monthly Rent payable for the month immediately preceding the Termination Date.

(n) **Execution.** This Lease and any renewal or amendment of, or option exercise under, this Lease may be executed in multiple counterparts and using electronic means, including an electronic signature (such as DocuSign) or scanned copy of a signature. This Lease will be effective even if one or more parties signs electronically and one or more parties signs manually.

(o) **Multiple Parties.** If more than one person or entity is designated as Landlord at the beginning of this Lease or succeeds to the interest of Landlord hereunder, all such parties shall be deemed to be landlords hereunder, the obligations imposed upon each such party shall be joint and several, and the act of or notice from, or notice, payment, or refund to, or the signature of, any one or more of them shall be binding on all of them with respect to this Lease.

(p) **Other.** If any action at law or equity is commenced between the parties, the prevailing party is entitled to reasonable attorneys' fees and costs, including costs of experts and reasonable hourly fees for Tenant's in-house counsel. The parties disclaim any intention to create a joint venture or partnership relationship. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, UNDER OR IN CONNECTION WITH THIS LEASE, FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, OR ANY ECONOMIC LOSS OR LOST PROFITS, EXCEPT AS EXPRESSLY ALLOWED AS REMEDIES HEREUNDER.**

(q) **Temporary Office Space**. Landlord and Tenant shall work together in good faith to potentially allow Tenant to set up a temporary enrollment office in the Premises or a mutually agreed upon location in the Property at no cost to Tenant until the Premises is ready for Tenant's occupancy.

(r) **Right of First Refusal**. During the Term, Tenant shall have a right of first refusal to lease any additional space in the Building. Landlord shall notify Tenant in writing upon any additional space becoming available for lease and before entering into any agreement with a third-party for such space. Should Tenant desire to lease such additional space, then Landlord and Tenant shall negotiate in good faith a rent rate based on FMR. If Landlord receives an offer from a third-party for any additional space in the Building that Landlord is willing to accept, then Landlord shall provide written notice of such offer to Tenant with a copy of such offer terms, and Tenant shall have thirty (30) days to accept such offer by written notice to Landlord, failing which, Landlord is free to enter into a lease with said offering tenant on the same terms and conditions as contained in the offer presented to Tenant, and if Landlord has not executed such a lease with said third-party tenant on such offer terms within 180 days following Tenant's waiver, then Tenant's right of first refusal shall be reinstated with respect to such space. If Landlord and Tenant agree on a FMR and lease terms, or if Tenant exercises its right of first refusal, then Landlord and Tenant agree to promptly amend this Lease to reflect such agreement.

[Intentionally blank; signatures on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in their names by their duly authorized officers under their seals.

Landlord:

PERSISTENCE 247 LLC,
a Florida limited liability company

By: Howard P. Slomka
Name: Howard P. Slomka
Title: Manager
Date: March 28, , 2024

Tenant:

Florida High School for Accelerated Learning - Manatee, Inc.,
a Florida not-for-profit corporation

By:
Name: DWIGHT W. BARGE
Title: CHAIR
Date: 9 Apr 24, 2024

EXHIBIT A-1

SPACE PLAN

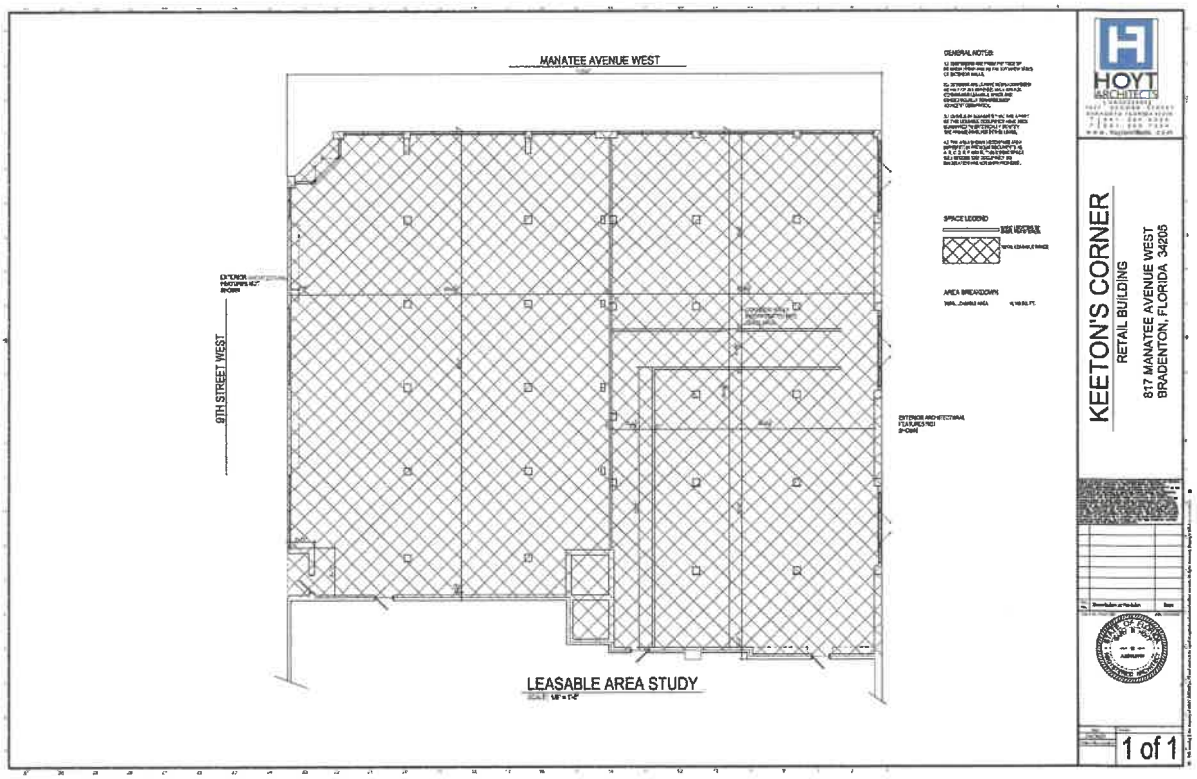


EXHIBIT A-2

SITE PLAN AND PARKING AREAS

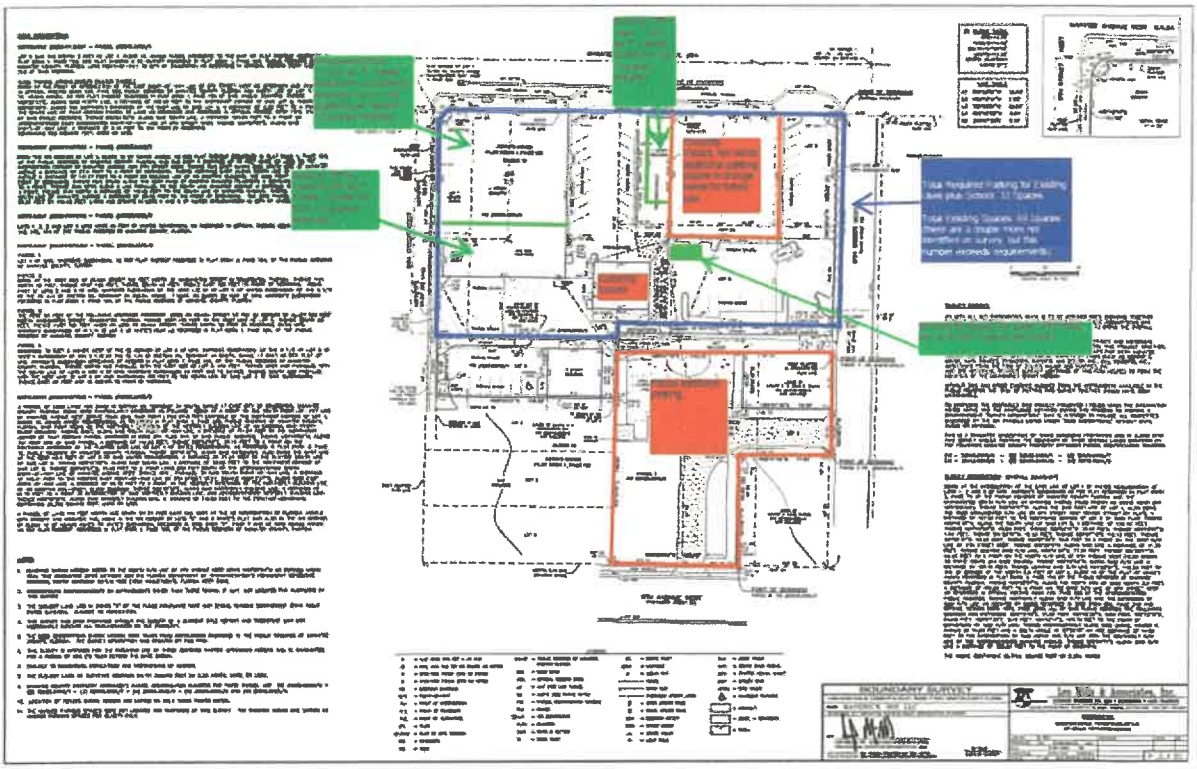


EXHIBIT A-3

LEGAL DESCRIPTION

A PARCEL OF LAND 116 FT N & S BY 67 FT E & W AT SE COR OF FLORIDA AVE-9TH ST& MANATEE AVE, BEING IN NW COR OF LOTS B & 6 OF WHITES PLAT & ALSO IN NW COR OF BLK 16 OF ADAMS ANNEX TO WHITES SUB, REC IN DB F P 7 & OF SAID ADAMS ANNEX REC IN PB 1 P 158, LESS: COM AT THE NLY BDRY OF THE SW 1/4 OF THE SE 1/4 OF SEC 26, AT A PT 1213.65 FT N 89 DEG 28 MIN 45 SEC W OF THE NE COR OF THE SW 1/4 OF THE SE 1/4 OF SD SEC, TH RUN S 00 DEG 43 MIN 00 SEC W 45.31 FT; TH S 89 DEG 05 MIN 00 SEC E 21.34 FT TO A POB; TH S 00 DEG 43 MIN 00 SEC W 116 FT; TH S 89 DEG 05 MIN 00 SEC E 6.16 FT; TH N 00 DEG 43 MIN 00 SEC E 103.79 FT TO THE BEG OF A CURVE CONCAVE TO THE SELY HAVINH A RAD OF 14.50 FT, TH NELY ALG SD CURVE 14.48 FT THRU A C/A OF 57 DEG 13 MIN 58 SEC TO THE END OF SD CURVE; TH N 89 DEG 05 MIN 00 SEC W 12.81 FT TO THE POB; DESC IN OR 1076 P 2666 (1647/4398) TOGETHER WITH PARCEL I: LOTS 1 & 2 BLK 16 ADAMS ANNEX, AND BEG ON THE S BDRY OF MANATEE AVE, 50 FT E OF THE NW COR OF BLK B WHITES PLAT, DB F P 7, E 132 FT TO THE NE COR OF SD LOT, S 200 FT TO THE N BDRY OF ST, 60 FT WIDE, W 132 FT TO ST, N 200 FT TO POB, LESS 116 FT N & S BY 67 FT E & W AT SE INTERSEC OF MANATEE AVE, BEING FURTHER DESC AS, FROM NW COR OF LOT 1 BLK 16 ADAMS ANNEX, PB 1 P 228, E ALG S LN OF MANATEE AVE, 67 FT TO POB, TH RUN E ALG S LN OF MANATEE AVE, 100 FT TO NE COR OF LOT B, P W WHITES PLAT, S 200 FT, W 167 FT TO E LN OF 9TH ST, N ALG E LN OF 9TH ST, 84 FT, E 67 FT, N 116 FT TO POB; PARCEL II: LOT 4 LESS E 29.5 FT AND W 45 FT OF LOT 5 WAITES SUB, LESS THAT PORTION DESC IN DB 271 P 347, ALSO PERPETUAL EASMT AS DESC IN CONVEYANCE REC IN DB 271 P 349: A PARCEL OF LAND LYING & BEING IN SEC 26, BEING MORE DESC AS FOL: BEG AT A PT ON THE S R/W LN OF MANATEE AVE W (SR 64), SD PT LYING 67 FT ELY OF THE NW COR OF LOT 1 BLK 16 ADAMS ANNEX RESUB, PB 1 P 228, SD PT ON THE NLY EXTENSION OF THE WLY BUILDING LN OF AN EXISTING ONE-STORY BLK BUILDING, TH E ALG SD S R/W LN, A DIST OF 111.67 FT TO THE NW COR OF THE CERTAIN PARCEL IN DB 271 P 347; TH S 00 DEG 10 MIN 00 SEC W, ALG THE W LN OF SD PARCEL, A DIST OF 110.42 FT; TH S 89 DEG 52 MIN 06 SEC E, 33.19 FT TO A PT ON THE SLY EXTENSION OF THE PLATTED E LN OF LOT 4 OF WAITES RESUB, PB 2 P 75; TH S 00 DEG 18 MIN 32 SEC W, ALG SD EXTENSION, ALSO BEING THE E LN OF THE W 45 FT OF LOT 5 OF SD WAITES RESUB, A DIST OF 77.24 FT TO THE PLATTED S LN OF SD LOT 5, TH N 88 DEG 31 MIN 08 SEC W, ALG SD S LN, A DIST OF 45 FT TO THE SW COR OF SD LOT 5; TH S 00 DEG 18 MIN 32 SEC W, 13.43 FT TO A PT LYING 200 FT S OF THE AFOREMENTIONED S R/W LN OF MANATEE AVE W; TH W, PARALLEL TO THE SD S R/W LN, A DIST OF 160.81 FT TO THE EXISTING E R/W LN OF 9TH ST W; TH N 00 DEG 13 MIN 27 SEC W, ALG SD E R/W LN, A DIST OF 84.72 FT TO A PT ON THE WLY EXTENSION OF THE NLY BUILDING LN OF AN EXISTING ONE-STORY BLK BUILDING; TH S 89 DEG 19 MIN 39 SEC E, ALG SD NLY BUILDING LN, A DIST OF 61.75 FT TO A PT OF INTERSEC OF SD NLY BUILDING LN; AND THE AFOREMENTIONED WLY BUILDING LN; TH N 00 DEG 10 MIN 00 SEC E, ALG SD WLY BUILDING LN, A DIST OF 116 FT TO THE POB, CONT 29902 SF M/L (1489/6483)PI#32605.0005/9

EXHIBIT B

RENT AND TERM COMMENCEMENT AGREEMENT

WHEREAS, _____, a(n) _____ ("**Landlord**") and _____., a _____ corporation ("**Tenant**") entered into a Lease Agreement dated _____, 2024 (the "**Lease**") for the premises located at 817 Manatee Avenue W, Bradenton, FL (the "**Premises**");

WHEREAS, in accordance with the terms and conditions of the Lease, Landlord and Tenant hereby enter into this Rent and Term Commencement Agreement (the "**Agreement**").

NOW THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date is _____, 202___.

2. The Termination Date is _____, 202_,unless Tenant notifies Landlord of its intent to exercise its option(s) to renew, if applicable.

3. The Rent Commencement Date is _____, 202___.

4. All capitalized terms not defined herein will have the meaning given them in the Lease.

[Intentionally blank; signatures on the following page]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the dates written below.

Landlord:

_____
a(n)_____

By:_____
Name:_____
Title:_____
Date:_____, 202___

Tenant:

_____
a Florida not-for-profit corporation

By:_____

Date:_____, 202___

EXHIBIT C

DELIVERY AND ACCEPTANCE
OF THE PREMISES AGREEMENT

Project Name:_____ Store #:_____

Date Possession Tendered:_____

Tenant: TENANT _____ Phone No.: _____

Landlord:_____ Phone No.:_____

Premises Address:_____

Landlord and Tenant hereby acknowledge and agree that (check one of the following):

☐ Landlord's Work is complete and accepted by Tenant as of the Commencement Date noted above, subject to the terms and conditions of the Lease regarding latent defects (if any).

☐ Landlord's Work is complete and accepted by Tenant as of the date of possession noted above, subject to the terms and conditions of the Lease regarding latent defects (if any) and completion of punchlist items.

☐ Although the items of Landlord's Work indicated below are not complete, Tenant hereby conditionally accepts possession of the Premises as of the date of possession noted above, subject to Landlord's completion of unfinished items identified below within the timeframes noted, at Landlord's expense and subject to the terms and conditions of the Lease.

☐ Although the items of Landlord's Work indicated below are not complete, Tenant hereby accepts possession of the Premises as of the Commencement Date noted above and elects to complete the unfinished items at Landlord's expense, subject to the terms and conditions of the Lease.

☐ Tenant finds the items of Landlord's Work indicated below not complete, and Tenant does not accept possession of the Premises.

Incomplete items of Landlord's Work:_____
_____
_____
_____
_____
_____
_____
_____
[Attach additional pages if needed.]

From and after the date hereof, all notices should be delivered to Tenant at the address set forth in the Lease.

Landlord:

By: _____
Print Name: _____
Title: _____
Date: _____, 202___

Tenant:

_____
a _____ corporation

By:_____
Name: _____
Title: _____
Date: _____, 202____

EXHIBIT D

LANDLORD'S WORK

Landlord's Work:

Landlord shall deliver the Premises to Tenant in compliance with all applicable Laws with no outstanding violations, with the roof in "water tight" condition, free of hazardous materials, with all mechanical, electrical, and plumbing systems serving the Premises in good working order and condition, including without limitation, all HVAC units serving the Premises, and with all utilities brought to the Premises and separately metered.

Parking Lot Work:

As part of Landlord's Work, Landlord shall promptly cause the new parking area outlined with an orange boundary on Exhibit A-2 to be constructed (with any gravel or grass areas to be paved), completed, and striped in compliance with all applicable laws, codes, rules and regulations so that Tenant has access to the minimum number of parking spaces required for the Permitted Use during the Term.

EXHIBIT E

EXCLUSIVE USES OF OTHER TENANTS OF THE PROPERTY
AND PROHIBITED USES

NONE.

*Provided Tenant maintains and repairs the HVAC System in accordance with this provision, Tenant's only obligation with respect to the HVAC System at the Termination Date will be to maintain a valid service contract on the system, maintain the system in working condition, and surrender the HVAC System in working condition, with reasonable use and wear and tear excepted.

Self Help Rights. If Tenant or Landlord fails to comply with its obligations on this Exhibit, the other party may (but has no obligation to), after giving at least 30 days' (or 24 hours' in the event of an emergency) written notice to the defaulting party, perform such obligations on behalf of the defaulting party, and the reasonable cost of that performance will be paid by the defaulting party promptly upon receipt of an invoice (and if Landlord fails to reimburse Tenant within 30 days after receipt of that invoice, Tenant may offset such cost against the Rent payable to Landlord). The party performing repairs on behalf of the defaulting party will assign any and all warranties to the defaulting party (to the extent that the defaulting party is responsible for the repair, replacement or maintenance of that item) and the assigning party will cooperate with the defaulting party in pursuing any claims regarding such warranties.

EXHIBIT G

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Tenant Name and address

This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (this "**Agreement**") is made and entered into as of _____, 20___, by and among _____., a _____ corporation ("**Tenant**"), and [_____], a [_____] ("**Lender**"), and [_____], a [_____] ("**Borrower** "or "Landlord").

RECITALS:

A. Lender has agreed to make or has made a mortgage loan ("**Loan**") to Borrower to be secured by a mortgage, deed of trust or other deed to secure debt (the "**Security Deed**") on the real property (the "**Property**") legally described in **Exhibit A** attached hereto; and

B. Tenant is the tenant under a Lease Agreement dated [_____] (the "**Lease**") for the premises located at [_____] (the "**Premises**") which is situated on the Property; and

C. Lender requires that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Security Deed and that Tenant attorn to Lender, and acknowledge that the Lease is in full force and effect as of the date hereof; and

D. In return, Lender is agreeable to not disturbing Tenant's possession of the Premises covered by the Lease so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination. So long as Tenant's occupancy is not disturbed as provided in Section 2, the rights of Tenant in, to, and under the Lease and the Premises are hereby subjected and subordinated, and will remain in all respects and for all purposes subject and subordinate, to the lien of the Security Deed, and to the lien of any and all renewals, modifications, and extensions thereof, and to the lien of any and all other instruments held by Lender as security for the Loan.

2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease for notice or to cure such default) in the payment of minimum rent or additional rent ("**Rent**") or in the performance of any of the terms, covenants, or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Premises, or any extension or renewal rights therefor in the Lease, will not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises will not be disturbed by Lender during the Term of the Lease or any such extensions or renewals thereof, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Security Deed unless such joinder is necessary to foreclose the Security Deed and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If Lender becomes the owner of the Property or the Premises, or the Property or the Premises is sold by reason of foreclosure or other proceedings brought to enforce the Security Deed, or the Property or the Premises is transferred by deed in lieu of foreclosure, the Lease will continue in full force and effect as a direct lease between the then owner of the Premises and Tenant, and Tenant hereby attorns to Lender or any other such owner as its lessor, said attornment to be effective and self-operative without the execution of any further instruments; provided, however, that Lender or such other owner will not be (a) liable for any default of any other landlord under the Lease (including Borrower), except that Lender agrees to cure any default of landlord (including Borrower) that is continuing as of the date Lender forecloses or otherwise acquires title to the Property or

the Premises within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender will be permitted such additional time as is reasonably necessary to effect such cure, provided Lender commences such cure efforts within such thirty (30) days and diligently and continuously proceeds to prosecute such cure to completion; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant has delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Borrower, as landlord, under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) responsible for the return of any security deposit delivered to Borrower, as landlord, under the Lease and not subsequently received by Lender. Tenant will be under no obligation to pay Rent to Lender or any such other owner until Tenant receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease. Such notice will be binding upon Borrower, as well, and Borrower hereby agrees that Borrower will release Tenant from any obligation to make payments to Borrower during such period that Tenant is making payments to Lender or such other owner as a result of such notice.

4. Notices. All notices required or permitted by any provision of this Agreement will be in writing and sent by registered or certified mail or recognized overnight courier and directed as follows:
to Borrower at:

[_____]
[_____]
[_____]
Attn: [_____]

to Tenant at:

TENANT _____.
_____
_____
_____

to Lender at:

[_____]
[_____]
[_____]
Attn: [_____]

5. Lender's Option to Cure Borrower's Default. If Borrower is in default under the Lease, and prior to exercising its remedies under the Lease, Tenant receives written notice from Lender that Lender intends to cure such default, then Tenant will allow Lender to have the same time period that is allowed to Borrower under the Lease to cure such default on behalf of Borrower, except that the running of such cure period will begin upon Tenant's receipt of such notice from Lender.

6. Rental Payment. Until such time as Tenant is otherwise notified in writing by Lender, it will make all rental payments under the Lease to Borrower as provided therein.

7. Successors and Assigns. This Agreement and each and every covenant, agreement, and other provision hereof will be binding upon and will inure to the benefit of the parties hereto, and their heirs, administrators, representatives, successors, and assigns.

8. Effectiveness of Agreement. This Agreement will become effective upon the execution and delivery by and to each party hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above.

Lender:

[_____], a [_____]

By: _____
Name: _____
Title: _____

Borrower:

[_____], a [_____]

By: _____
Name: _____
Title: _____

Tenant:

TENANT _____., a _____corporation

By: _____
Name:
Title: _____

LENDER

STATE OF _____ }
} SS:
COUNTY OF _____ }

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, _____ of _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument, the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

10/2013

My commission expires _____.

BORROWER

STATE OF _____ }
} SS:
COUNTY OF _____ }

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, _____ of _____, personally known to me to be the person personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument, the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires _____

TENANT

_____ }
} SS:
COUNTY OF _____ }

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ of _____ a _____ corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument, the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires _____.

EXHIBIT H

TENANT'S SPECIFIC SIGN RENDERING

Exhibit I

GUARANTY

For and in consideration of the execution of that certain ("Lease") of even date herewith between, PERSISTENCE 247 LLC, as Landlord, and Florida High School for Accelerated Learning – Manatee, Inc, a Florida not-for-profit corporate, as Tenant, whereby certain space located in the City of Bradenton, State of Florida, are demised to Tenant upon the terms, covenants, and conditions contained in the Lease, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, ALS Education, LLC, a Delaware limited liability company, ("Guarantor") hereby covenants and agrees as follows:

1. The Guarantor hereby guarantees to Landlord and Landlord's successors and assigns the prompt payment of rent and other sums of money and the full and timely performance of the covenants and agreements to be made and performed by Tenant under the Lease (collectively the "Obligations"). If Tenant shall at any time and in any manner default in the payment or performance of any of the Obligations beyond any applicable notice and cure period, then the Guarantor shall promptly: (i) pay to Landlord the full amount of any defaulted Obligations and other sums then or thereafter due under the Lease; (ii) fully satisfy and perform any defaulted Obligation; and (iii) pay to Landlord the amount of damages, costs, and expenses reasonably incurred by Landlord by reason of such default and any subsequent default by Tenant, as and to the extent permitted under the Lease.

2. The obligations of Guarantor hereunder shall in no way be affected or impaired by Landlord's assertion of any rights against Tenant.

3. Guarantor hereby expressly waives notice of non-payment, non-performance, or non-observance and proof, notice, and demand of or for the foregoing. Guarantor agrees that the validity of this instrument and all obligations of Guarantor hereunder shall continue as to any amendment of the Lease agreed to in writing by Landlord and Tenant, throughout the Lease term, and during any period that Tenant shall occupy the Premises demised in the Lease.

4. This Guaranty of Lease may not be amended or modified in any manner unless in writing signed by Landlord and Guarantor. Landlord expressly acknowledges and agrees that Guarantor shall have the right to assign this Guaranty without Landlord's consent to an affiliate of Guarantor, or to an entity who acquires all or a substantial amount of Guarantors assets or ownership interests, or in connection with a corporate merger or reorganization pursuant to statutory processes, but Guarantor shall provide written notice to Landlord of such assignment.

5. The obligations of Guarantor hereunder shall not, to the extent permitted by law, be affected, modified, or impaired by any event, action, claim, or defense concerning Guarantor which could result in the release or discharge of Guarantor from the observance or performance of any obligations or agreement of Guarantor hereunder.

6. Notwithstanding anything in this Lease to the contrary, (i) after the fifth (5^{th}) year of the term of the Lease, Guarantor's maximum liability hereunder shall be limited to the amount of the next twelve (12) months of Rent coming due under the Lease after such default by Tenant beyond any notice and cure period.

[Remainder of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, Landlord and Guarantor have caused this Guaranty to be made effective as of the effective date of the Lease.

ALS Education, LLC
a Delaware corporation

By: Angela Whitford - Navia
Name: _____
Its: CEO, ALS
Date: 4/9/2024

Persistence 247 LLC,
a Florida limited liability company

By: _____
Name: Howard P. Slomka
Title: Manager
Date: _____, 2024

General Education Provisions Act (GEPA) Plan

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC

In accordance with the requirements of Section 427 of the General Education Provisions Act (GEPA), Florida High School for Accelerated Learning – Manatee, Inc. will take effective steps to ensure equitable access to, and participation of, students, teachers, and other program beneficiaries regardless of gender, race, national origin, color, disability, or age. The following are examples of how the Board will comply with the requirement in its School:

• The School's recruitment activities will be designed to reach the entire community and, accordingly, all racial/ethnic groups within it.

• The School will extend its program outreach by publishing materials in common languages spoken in the community.

• Admission applications will be available in English, Spanish and other languages as necessary.

• Board and School meetings will be held at convenient times to maximize parental/community involvement, and will include staff members who are available to answer questions from families that may speak other languages.

• The School will post materials in locations of public access, including the school lobbies or common areas, as well as the School's website.

RECEIVED JAN 11 2024

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
12/26/2023
Employer ID number:
92-1684875
Person to contact:
Name: Christabella Setiadi
ID number: 99559
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(ii)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 9, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053565005383

FLORIDA HIGH SCHOOL FOR ACCELERATED
LEARNING - MANATEE INC
C/O EMILY BOOKER
5850 T G LEE BLVD STE 345
ORLANDO, FL 32822

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Information for Charter Schools
You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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The U.S. Department of Education's nonregulatory guidance of the Charter Schools Program recognizes that a charter school may enter into a contract with a for-profit entity to manage the day-to-day operations of the charter school. However, federal regulations mandate that a charter school grant recipient must "directly administer or supervise the administration of [the grant]." When administering or supervising the administration of the grant, the charter school that contracts with a Charter/Education Management Organization (C/EMO) should ensure that it and its governing board are independent of the for-profit C/EMO.

A copy of Charter Schools Program, Title V, Part B of the ESEA, Nonregulatory Guidance can be found at: http://www.fldoe.org/core/fileparse.php/7694/urlt/2014-Non-regulatory-Guaidance.pdf.

All CSP sub-recipients must complete the Charter/Education Management Organization questionnaire found below. This will assist the Charter Schools Office at the Florida Department of Education to fulfill its responsibility to ensure that grant recipients utilizing the services of a C/EMO are independent of that management organization.

If your school does not or will not have a contract with a C/EMO, please indicate 'N/A' in the Name of Charter/Education Management Organization (C/EMO) section below. Should your school have or will have a contract with a C/EMO, respond completely to *all* questions.

Relevant excerpts from the charter school contract application reviewed and approved by a district sponsor may be used (please indicate if the information provided was included in the charter school application that was approved by the sponsor). **The C/EMO questionnaire must be signed by the governing board chair of the charter school.**

CHARTER/EDUCATION MANAGEMENT ORGANIZATION (C/EMO) QUESTIONNAIRE

Charter School Name: Bradenton Bay High School fka Florida High School for Accelerated Learning – Manatee, Inc.

CSP ID#: 2024-001 District: Manatee School District

Name of Charter/Education Management Organization (C/EMO):

Accelerated Laerning Solutions (ALS)

a) Are any of the charter school's governing board members selected by the C/EMO? ___Yes ✓ No

b) Does the governing board include members who are employees of the C/EMO? ___Yes ✓ No

c) Does the charter school have an attorney that is independent from the C/EMO? ✓ Yes ___ No

d) Does the charter school have an accountant that is independent from the C/EMO? ✓ Yes ___ No

e) Does the charter school have an audit firm that is independent from the C/EMO? ✓ Yes ___ No

Grant funds will not be released until the C/EMO questionnaire has been thoroughly completed, signed, and submitted for program office review and approval. Completed questionnaire should be uploaded into the CSP Grant Tracking System.

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f) Was the contract between the charter school and the C/EMO negotiated at 'arm's length'? ✓Yes __No
Please explain how the C/EMO was selected?

The Charter Board retained legal council which was assisted by the Board in selecting, developing, and monitoring formal Management Agreement. The Board of Directors chose to contract with ALS for three (3) primary reasons. First, ALS has over twelve years of experience opening and operating successful DPRP schools. Second, ALS has an educational and support approach that aligns with the philosophy and mission of the Board. Third, ALS has a track record of effectiveness in meeting the needs of at-risk students as evidenced by the fact that ALL of its Florida schools have received a "Commendable" School Improvement Rating (the highest alternative education rating) and school district authorizers have demonstrated their satisfaction through charter renewal terms of up to 15 years.

g) Does the contract between the charter school and C/EMO clearly describe each party's rights and responsibilities, and specify reasonable and feasible terms under which either party may terminate the contract? (e.g. the charter school does not lose the right to use facilities)? **Attach a copy of the management agreement to this questionnaire**.

Yes, the contract clearly describes each party's rights and responsibilites and gives the Board the right to discharge ALS from its duties and take over all day-to-day operations to ensure that the school can continue to serve students. A copy of the agreement is attached

h) Explain the fee structure for the management services being provided by the C/EMO.

The School pays the EMO 97% of the School's Qualified Gross Revenues, as defined in the Agreement. As a result of this fee, ALS (the EMO) is responsible for all costs of operating school, whether or not the fees paid to the company are sufficient to satisfy the costs.

i) Are there any other agreements (e.g., loans, leases, etc.) between the charter school and the C/EMO?
___Yes ✓ No

If yes, are they fair and reasonable, documented appropriately, align with market rates, and include terms that will not change if the management contract is terminated?

By signing electronically below, I certify to the best of my knowledge and belief all of the statements contained herein are true, correct, complete, and made in good faith.

Name of Individual Completing Form: _____

Title: _____

Signature: _____ Date: _____

Note: The C/EMO questionnaire must be signed by the governing board chair of the charter school. This form may not be signed by a management company representative or consultant. Digital signature with date and time stamp is required for an electronic signature.

Grant funds will not be released until the C/EMO questionnaire has been thoroughly completed, signed, and submitted for program office review and approval. Completed questionnaire should be uploaded into the CSP Grant Tracking System.

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("***Agreement***") is entered into effective as of this 9th day of April, 2024, by and between ALS Education, LLC, a Delaware corporation (the "***Company***"), and FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC., a Florida not-for-profit corporation (the "***Charter Organization***").

W I T N E S S E T H:

WHEREAS, the Charter Organization has been authorized to operate a Charter School (the "Charter School") in Manatee County, Florida, pursuant to a Charter School Contract dated May 14, 2024 (the "***Contract***"), between the Charter Organization and The School Board of Manatee County, Florida ("***Sponsor***"); and

WHEREAS, the Charter Organization does not currently possess all of the requisite knowledge, skills and experience to form and operate the Charter School;

WHEREAS, the Charter Organization desires to retain the Company to provide certain management oversight and other consulting services necessary to support the Charter Organization in organizing and operating a charter school in accordance with the Contract; and

WHEREAS, the Company desires to provide the aforementioned services.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Statement of Mission and Purpose: Services and Deliverables.

a. Mission and Purpose. The mission of the Charter Organization is to help at-risk students earn a standard high school diploma and prepare for postsecondary success. The parties acknowledge and agree that the statement (herein referred to as the "***Statement of Mission and Purpose***") reflects the overall principles and philosophy upon which the Charter School is being developed. The services to be provided and the obligations of the parties hereunder will adhere to these overriding principles and philosophy, including:

i. The Charter Organization has developed a philosophy of recognizing each student as an individual. The educational program, goals and objectives, and methods of accountability toward the objectives, will be set according to the situation of each individual student.

ii. The Charter Organization's goal is to provide a school program and educational opportunities for students who might not be best suited for traditional schools and to maximize development and learning opportunities for students leading to a high school diploma. These students include, but are not necessarily limited to:

A. Students who have dropped out of their school of last attendance or who are perilously close to doing so;

B. Students in need of more intensive remedial support and individualized

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academic programming than can be offered in a traditional middle or high school environment;

C. Students with other family requirements and/or commitments that may prevent attendance at regularly scheduled programs at traditional public schools; and

D. Students facing social and/or emotional challenges that have served as obstacles to personal and academic success.

iii. Students must demonstrate annual progress toward a diploma and toward all other performance targets as defined in the Contract.

iv. The Charter School must demonstrate curriculum alignment with the standards set by the State of Florida.

v. All material requirements of the Contract and applicable requirements of local, state and federal laws relating to the Charter School will be met, and any areas identified as not in compliance will be cured within a reasonable time frame;

vi. All audits that may be required relating to the Charter Organization's obligations will be successfully completed, given allowance for appropriate time for documentation, reporting, and analysis.

b. In accordance with the foregoing, the Company, among other things, shall provide the Charter Organization the following services subject to the approval of the Charter Organization:

i. School Facility:

A. Identify the demographics of the population of students that the Charter School may appeal to for identification of appropriate locations for the facility;

B. Identify the necessary components of and possible locations for the Charter School facility within the target area that the Charter Organization identified in its application;

C. When a potential Charter School facility is located, negotiate the lease or purchase of the Charter School facility and perform appropriate due diligence for such facility;

D. Procure capital improvements, variances, zoning and other legal requirements necessary for the Charter School's facility;

E. Work with the property owner, local governments, and contactors to make reasonable improvements in the Charter School facility as needed for the Charter School's operations and the safety, health and welfare of the Charter School's students; and

F. Perform routine building maintenance for cleanliness and safety.

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ii. Furniture, Fixtures and Equipment:

A. Research, investigate and evaluate possible manufacturers and equipment that may assist the Charter Organization in achieving its mission, educational goals and performance objectives;

B. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, equipment and competitors;

C. Negotiate the terms for the purchase or lease of all furniture, computers, software, equipment, and other personal property necessary for the operation of the Charter School;

D. Consummate the purchase or lease of the equipment and from the time of the purchase or lease and, at all times thereafter, manage and maintain the equipment in proper working order; and

E. Maintain, as necessary, all inventories of personal property of the Charter Organization.

iii. Management and Management Consulting:

A. Perform day-to-day management of the Charter School, in accordance with the Statement of Mission and Purpose and the non-profit purpose of the Charter School, the Contract and subject at all times to the governance of the Charter Organization;

B. Implement the educational model, curriculum and program development subject to the oversight of the Charter Organization;

C. Perform periodic evaluations and assessments of the Charter School's educational model, curriculum and program with a goal of continuous improvement;

D. Assist in preparation of the budget and financial reports for submission to the Charter Organization for approval illustrating, among other things, actual results and how those results align with the projected budgets and explaining any variances;

E. Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are reasonably necessary in day-to-day operations or as specifically required by the Contract;

F. Provide all data information management services, testing, and testing analysis;

G. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as reasonably

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requested by the Charter Organization;

H. Assist in identifying and applying for grants;

I. Assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto; and

J. Coordinate with other advisors engaged by the Charter Organization, including, but not limited to, legal and financial.

iv. Technology Support Services:

A. Research, investigate and evaluate possible technology solutions and manufacturers thereof capable of assisting the Charter Organization in achieving the Statement of Mission and Purpose and the performance objectives as stated herein;

B. When possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of such manufacturer, technology as well as identifying any competitors;

C. Negotiate the terms of the purchase or lease of all furniture, computers, software, equipment, and other personal property reasonably necessary for the operation of the Charter School;

D. Consummate the purchase or lease of the equipment and, from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order;

E. To the extent possible, integrate purchased technology solutions with the Charter School's curriculum;

F. Perform initial and ongoing staff and teacher training with respect to the technology;

G. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing discounts where applicable and available; and

H. Perform other technology support services as mutually agreed upon by the Charter Organization and Company.

v. Operational Support Services:

A. Advise and train staff and teachers on admissions and expulsion procedures, including utilization of forms and systems;

B. Consult and advise in implementing accounting and bookkeeping systems and preparing for annual audits as required by the Sponsor or any

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other governmental entity having jurisdiction over the Charter School;

C. Perform quality data tracking (such as student data related to attendance and academic performance) and, to the extent possible, integrating such data as the Charter School's technology system is developed;

D. Provide periodic reports on student performance, including whether educational goals and measurements are being achieved as required by the Contract;

E. Assist in the completion of compliance reporting as required by the Contract.

F. Pursuant to the Charter Organization's request, assist in the procurement of legal, accounting and auditing services for the Charter Organization and provide reasonable assistance to such accountant and auditor in the performance of their respective functions.

vi. Insurance Services:

A. Evaluate appropriate types and levels of insurance coverage for the operations of the Charter School, taking into account the specific activities of the Charter Organization and the Company, and the customary types and levels of insurance maintained by similarly situated schools;

B. Obtain quotes for such insurance from reputable providers and, with the approval of the Board, purchase and maintain the appropriate types and levels of insurance coverage and policy limits as may be required by the Contract and/or applicable law.

2. Term. The term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue for a term that is concurrent with the term of the Contract, as it may be extended, allowed unofficially to continue beyond its expiration date, or renewed either under the same or a new contract that allows the Charter School to continue to operate, unless terminated sooner pursuant to the terms herein. In the event the Contract is terminated or not renewed, the Charter Organization and the Company may enter into another agreement to address services the Company may provide associated with issues involving closing the Charter School, appealing any Sponsor decisions related to termination or non-renewal, or other services not addressed in this Agreement.

3. Contract. The Charter Organization agrees that the Board of Directors of the Charter Organization (the "***Board***") shall govern the Charter School and be responsible for overseeing the Charter School's operations in accordance with the Contract and applicable law. To assist the Board and the Charter Organization in carrying out the terms of the Contract, the Company will provide the Charter Organization and the Board the educational model and the equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the Charter School, in accordance with the material terms and conditions of the Contract, applicable law, and consistent with the Statement of Mission and Purpose.

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4. Payment of School and Board Expenses.

a. The Company will assume all financial risk associated with the day-to-day operation of the Charter School, except as otherwise specifically set forth herein ("Charter ***School Expenses***"). For the avoidance of doubt, Charter School Expenses shall not include Board Expenses (defined below).

b. The Board shall be solely responsible for the following expenses: directors' and officers' insurance, legal fees for representation of the Board, general accounting, audit and tax preparation fees, expenses related to the Charter Organization's corporate formation and qualification for tax-exempt status (and the ongoing maintenance such corporate and tax status), and all other miscellaneous expenses, costs and/or fees incurred in the connection with the Board's oversight of the Company's performance (collectively, "***Board Expenses***").

c. During the first two years of the Charter School's operations, the Company will advance funds to the Board as needed to pay properly-incurred Board Expenses. Beginning in the third year of the Charter School's operation, the Company may, in its sole discretion, advance funds to the Charter Organization to pay Board Expenses in an amount not to exceed $50,000. To the extent the Company advances any amount in excess of $50,000, the Company may require that such advance(s) are documented by a promissory note and such other reasonable and customary documentation as may be required by the Company. Any advance by the Company for Board Expenses shall be repaid by the Board to the Company, without interest.

5. Responsibility. In connection with the services provided by the Company hereunder, the Company will:

a. provide such information and written reports as may be reasonably requested by the School or any member of the Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of reports and other materials provided to any oversight entity, and evidence of compliance with the terms of the Contract;

b. attend regularly scheduled and special meetings of the Board; and

c. upon reasonable notice and during regular business hours, provide the Board and its properly designated representatives with access to inspect the Charter School facilities, to review and audit the books and records relating to the Charter School, and the Company's performance under this Agreement, and to meet with and interview employees of the Company (including teachers) associated directly with the Charter School.

d. perform such other support services that are reasonably requested by the Charter Organization from time to time; provided that if services are requested that are beyond the scope of this Agreement, such services may be subject to additional costs and expenses payable to the Company by the Charter Organization.

6. Educational Program. The educational model and program developed and provided by the Company to the Charter Organization (the "***Educational Model***") has been approved by the Charter Organization and may be adapted and modified by the Company from

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time to time only upon obtaining prior written approval of the Charter Organization if the modification is a material departure from what is defined within the approved Charter Application. The Charter Organization and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency; provided that, any such changes shall be consistent with the Statement of Mission and Purpose.

7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the Charter Organization; provided, however, that the Company shall not have the right to subcontract its responsibility to perform the day-to-day management of the Charter Organization under this Agreement. Even in the event that the Company subcontracts any of its services, the Company shall remain primarily liable to the Board for all services contemplated herein. Provided, however, that the Company shall not have the right to subcontract its responsibility to perform the day-to-day management of the Charter Organization under this Agreement. Even in the event that the Company subcontracts any of its services, the Company shall remain primarily liable to the Board for all services contemplated herein.

8. Rules and Procedures. The Company shall propose, and the Charter Organization shall adopt, reasonable rules, regulations and procedures applicable to the Charter School, and the Company shall be required by the Charter Organization to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the oversight of the Board.

10. Obligation of the Charter Organization.

a. The Charter Organization shall work with the Company to develop policies, rules, regulations, procedures, curriculum, and budgets which the Company shall implement and follow in satisfying its obligations under the Contract, this Agreement and applicable law.

b. The Charter Organization shall not take action that is inconsistent with the Contract, this Agreement or applicable law and agrees to perform its obligations under the Contract, this Agreement and applicable law in a timely manner. The Charter Organization shall take appropriate action in a timely manner to cure any violations of the Contract, this Agreement or applicable law, including appropriate action as to an individual member of the Board who violates the Contract, this Agreement or applicable law. Each party agrees that if it shall commit or threaten to commit a breach of any of the covenants and agreements contained in this Section 10, then the other party shall have the right to seek all appropriate injunctive and other equitable remedies therefor, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to the other party and that money damages would not provide an adequate remedy therefor.

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11. Fees.

a. Educational Model Development Fee. The Charter Organization shall pay to the Company the sum of any grants intended to cover start-up costs of the Charter School to the extent permitted by the terms of such grants, which shall be non-refundable and deemed fully earned when paid.

b. Continuing Fee. The Charter Organization shall also pay a monthly continuing fee (the "***Monthly Fee***") to the Company of ninety-seven percent (97%) of the Charter Organization's Qualified Gross Revenues. "***Qualified Gross Revenues***" shall mean revenues and income received by the Charter Organization from the following sources: Basic State Funding, Special Education Funding, Class Size Funding, Mental Health and Safety Funding, and income sources provided by state, federal and local law and/or obtained through the Company's efforts, which are not specifically excluded herein and/or which are not otherwise provided for below. Qualified Gross Revenue does not include student fees or PTA/PTO income, which shall be retained 100% by the Charter Organization. Qualified Gross Revenue also does not include any state or federal funding that is meant to be a dollar -for -dollar reimbursement for expenditures made by the Charter Organization/Company, such as Lunch Program Revenues, which funding shall be paid 100% to the party incurring such expenditures for expenditures previously made. The Monthly Fee shall be calculated by the Company and invoiced to the Charter Organization monthly, within fifteen (15) days of the end of each month and shall be due and payable in full within fifteen (15) days of the Charter Organization's receipt of said invoice. Notwithstanding the foregoing, the Charter Organization will pay the Company 100% of all contributions and grants not specifically referenced above received by the Charter Organization as a result of the Company's efforts, which are to assist in the implementation of the educational program, model and/or the day-to-day operations of the Charter School. For Company fees and expenses incurred pursuant to this Agreement, the Charter Organization may advance such fees and expenses provided that documentation for the fees and expenses are provided to the Charter Organization for ratification. All distributions by the Charter Organization to the Company not specifically contemplated by this Section 11 shall require the prior written approval of a designated member of the Charter Organization.

c. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the Educational Model and the day-to-day operations of the Charter School shall be paid by the Company, whether or not the fees to be paid to the Company by the Charter Organization herein are sufficient to satisfy the same. Such costs shall include, but shall not be limited to, salaries for all personnel, costs for curriculum materials, textbooks, library books, facilities, computers, and other equipment, software, supplies, maintenance, and capital improvements of the Charter School.

d. Payment Method. Unless otherwise specified by the Company, all fees, costs or expenses payable hereunder shall, at the Company's option, be paid via electronic funds transfer. The Charter Organization shall cooperate with the Company to set up and establish necessary accounts and procedures with respect to such payments.

e. Survival. This Section 11 shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

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12. Personnel and Training.

a. Personnel Responsibility. In addition to the other duties to be performed by the Company hereunder, and at all times subject to the oversight of the Charter Organization, the Company will have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose, and state and federal law.

b. Charter School Administrator. The Company will have the authority, consistent with the Contract and state law and subject to the oversight and review of the Charter Organization, to select and supervise the Charter School Administrator and to hold him or her accountable for the success of the Charter School. The Charter School Administrator and the Company, in turn, will have similar authority to select and hold accountable the teachers in the Charter School, subject to the oversight of the Charter Organization.

c. Teachers. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company will determine the number of teachers and the applicable grade levels and subjects required for the operation of the Charter School, subject to the oversight of the Charter Organization. The Company will provide the Charter School with such teachers, qualified in the grade levels and subjects required, as are required by law, subject to the oversight of the Charter Organization. The curriculum taught by such teachers shall be the curriculum prescribed by the Company and approved by the Charter Organization. Such teachers may, at the discretion of the Company and subject to the oversight of the Charter Organization, work at the Charter School on a full or part -time basis.

d. Support Staff. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company will determine the number and functions of support staff, qualified in the areas required, as are required by the Charter School, subject to the oversight of the Charter Organization. Such support staff may, at the discretion of the Company, work at the Charter School on a full or part -time basis.

e. Training. Subject to direction from the Charter Organization, the Company shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines as reasonable and necessary under the circumstances, subject to the oversight of the Charter Organization.

f. Salary and Benefits. The Company shall inform the Charter Organization, upon request, of compensation and fringe benefit levels of any Charter School-based employee of the Company. For employees that the Company provides to the Charter School, the Company assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

13. Additional Programs. The services provided by the Company and the Charter Organization under this Agreement consist of the delivery of the Educational Model and the day-to-day operation of the Charter School. The Charter Organization and the Company may decide that the Company may provide additional programs which are not inconsistent with the Contract or state or federal law. Any revenues collected from such programs will go directly to the Charter Organization and shall be subject to the fees set forth in Section 11.

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14. Termination by the Charter Organization. The Charter Organization may terminate this Agreement in the event:

a. the Contract is not awarded, revoked, rescinded or is terminated; or

b. the Company materially breaches this Agreement and the Company does not cure such material breach before the later of (x) ninety (90) days of its receipt of written notice from the Charter Organization identifying in reasonable detail the facts giving rise to the alleged breach, or (y) the end of the then current academic semester, unless the breach cannot be reasonably cured within the applicable cure period in which case such breach will not be a basis for termination so long as the Company has undertaken and is continuing efforts to cure such material breach. Notwithstanding the foregoing, in the event that a material breach creates an imminent danger to the lives of students, parents or others, said breach must be cured immediately upon written notice from the Charter Organization. Failure to cure immediately may result in immediate termination of the Agreement.

15. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events:

a. Excluding the first year of operation, if any academic year results in operating deficits, provided that any notice of termination delivered to the Charter Organization after commencement of the school year shall not be effective until the beginning of next succeeding school calendar year;

b. The Charter Organization fails to pay any fees due to the Company within fourteen (14) days of receiving written notice that such fees are due;

c. Charter Organization is in material default under any other condition, term or provisions of this Agreement or the Contract, which default remains uncured for the period of thirty (30) days from the time that the Charter Organization receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Charter Organization shall promptly undertake or continue efforts to cure said material default within a reasonable time;

d. Any material reduction in state or federal funding for the Charter School's students provided that any notice of termination delivered to the Charter Organization after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or

e. Any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the Charter School is damaged such that, in the Company's reasonable discretion, providing, maintenance or continuing of Charter School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Company to the Charter Organization promptly within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Charter Organization or the Company elects to terminate this Agreement for any of the aforementioned reasons, except failure to pay and the Charter Organization continues to pay the Company the fees due the Company pursuant to Section 11,

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then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current school calendar year. In the event that the Charter Organization fails to continue to pay the fees owed to the Company pursuant to Section 11, the Company may terminate the Agreement after the expiration of the fourteen (14) day period.

16. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the Charter Organization shall immediately pay to the Company and/or any of the Company's affiliates any monies owing to such person or entity. Furthermore, subject to applicable law, the Charter Organization shall return to the Company any of the Company's proprietary materials relating to the Educational Model and the Company's methods of instruction or operation and, subject to paragraph (b) below, real and personal property and all such material purchased by the Company in furtherance of this Agreement shall be the property of the Company. The Company shall assist the Charter Organization in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other Charter Organization property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the Charter Organization, and (iii) at the Charter Organization's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement. If this Agreement is cancelled due to closure of the Charter School, all assets purchased with public funds will revert to the ownership of the District as provided pursuant to section 1002.33(8)(d) of the Florida Statutes. This Section 16(a) shall survive any expiration or termination of this Agreement.

b. Upon termination of this Agreement for any reason, the Charter Organization shall have the right at its sole option, exercisable by written notice to the Company delivered within thirty (30) days of the final termination date, to (i) have all personal property leases relating to the operation of the Charter School that are in the name of the Company assigned to and assumed by the Charter Organization, to the extent permitted by the terms thereof, applicable law, and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company and used exclusively or primarily in connection with the operation of the Charter School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section 16(b) shall survive any expiration or termination of this Agreement.

For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight-line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that Charter Organization purchases the personal property, the Charter Organization must purchase all of said personal property (other than proprietary materials and must also exercise the Charter Organization's option to assume the lease of the Charter School facility and vice versa.

c. All financial, educational and student records of the Charter School will be property of the Charter Organization and such records will be subject to the Freedom of Information Act. In addition, all Charter School financial records shall be made available to the Charter Organization's independent auditor.

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17. License. As contained herein, the Company developed and owns the proprietary rights to the Florida High School for Accelerated Learning Educational Model (the "***Model***"). The Company hereby grants the Charter Organization a limited license to use the Model and the name "Florida High School for Accelerated Learning" (the "***Name***") in connection with its operation of the Charter School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Charter Organization shall (a) immediately cease use of the Name and Model; (b) immediately begin doing business by some name other than the Name(s), which shall not consist in any variation or manner of the words "Accelerated" or "Learning" used in combination with each other; and (c) notify the Sponsor, the Florida Department of Education and any other oversight entity of the name change, including but not limited to the Secretary of State. This Section 17 shall survive any expiration or termination of this Agreement. Each party agrees that if it shall commit or threaten to commit a breach of any of the covenants and agreements contained in this Section 17, then the other party shall have the right to injunctive relief and all other equitable remedies therefor, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to the other party and that money damages would not provide an adequate remedy therefor.

18. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

19. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

20. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company to:	Angela Whitford-Narine, CEO ALS Education, LLC 5850 T.G. Lee Blvd, Suite 345 Orlando, FL 32822
With a Copy to:	Wick Phillips 3131 McKinney Avenue, Suite 500 Dallas, Texas 75204 Attn: Chris Kirkpatrick
If to the Charter Organization to:	FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC., 5850 T.G. Lee Blvd, Suite 345 Orlando, FL 32822

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With a Copy to: John Hearn Esq.
1001 NW 119th Avenue
Coral Springs, FL 33071

21. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

22. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as they may be amended, without regard to any jurisdiction's conflicts of law provisions.

24. Assignment: Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Consent to be provided within 10 days conditioned upon the ability of the Board to achieve a quorum. Failure to provide consent within 20 days of request shall constitute approval unless an extension is mutually agreed upon by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25. Independent Activity. The parties to this Agreement understand that the Company's business is to operate and to manage charter schools throughout the State. As such, the parties acknowledge and agree that the Company and its affiliates may manage, operate or otherwise provide similar services to other charter schools in the State of Florida and elsewhere even though such charter schools may be considered competitive with the Charter School and the services provided to the Charter Organization are not on an exclusive basis. The members of the Board shall provide to the Company such information as may be reasonably requested by the Company to determine the qualifications and independence of the members of the Board, including any other board positions of other charter schools.

26. Representations and Warranties of the Company. The Company hereby represents and warrants to the Charter Organization as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware and qualified to do business in the State of Florida and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or

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governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. The Company has the financial ability to perform all its duties and obligations under this Agreement.

27. Arbitration.

a. In the event of any dispute between the parties hereto, the parties shall settle said dispute through binding arbitration administered by the American Arbitration Association under the Commercial Arbitration Rules to occur in the County in which the Charter School is located or where the parties may mutually agree (unless otherwise required by any applicable insurance policy or contract). The applicable statute of limitations is tolled until the conclusion of the arbitration process. Unless otherwise agreed to by the parties, each party shall appoint one arbitrator with experience in charter schools and then the two previously selected arbitrators shall agree upon a third. Either party may simultaneously seek equitable or injunctive relief from a court of competent jurisdiction if such party reasonably believes that any delay in seeking such relief is likely to cause irreparable harm.

b. The parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

c. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Each party shall be responsible for its own costs of arbitration.

d. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

28. Right to Jury Trial. Notwithstanding the parties' obligation to submit disputes arising under this Agreement to binding arbitration, in the event that a court of competent jurisdiction or an applicable insurer determines, or a relevant law shall provide, that a particular claim is not subject to the arbitration provisions of Section 27 hereof, then the parties agree to the following provision:

THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. THE PARTIES HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS PROVISION IS A MATERIAL INDUCEMENT OF THE PARTIES ENTERING INTO THE AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE

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AGREEMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT.

29. Force Majeure. Neither party shall be liable for failure to perform all or part of this Agreement by reason of Act of God, plague, pandemic, epidemic, outbreaks of infectious diseases or any other public health crisis, including quarantine or other employee restrictions, labor dispute, act of terrorism, non-delivery, negligence, or inadequate performance by contractors, including, but not limited to, the Sponsor, breakdown of facilities, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting or interfering with or making prohibitively costly, Company's ability to fulfill its obligations, or any other cause beyond their respective reasonable control.

30. Change in Law. In the event that there is a change in federal or state law (or in the application or interpretation thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the tax-exempt status of Charter Organization, then either party may by written notice propose an amendment to conform this Agreement to existing laws and the parties shall negotiate in good faith to adopt such amendment. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties hereunder. In the event it is not possible to amend this Agreement to preserve in all material respects the underlying economic and financial arrangements between the parties, this Agreement may be terminated by either party upon sixty (60) days prior written notice to the other, unless a sooner termination is required by law.

31. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

32. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. The individual signing on behalf of the named Party personally warrants and represents that he or she is the duly authorized agent of that Party with the authority to execute this Agreement on behalf of the Party.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

By: _____ 9 Apr 24

Dwight W. Balbo

Title: Chair

Approved as to Form:

By: _____

Title: Charter Organization's Attorney John J. Hearn

COMPANY:

ALS Education, LLC

By: Angela Whitford-Narine _____

Title: CEO

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FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management via ShareFile only. https://fldoe.sharefile.com/Authentication/Login	2024 Public Charter Schools Program (CSP) Grant **TAPS NUMBER: 25C113**	Date Received
B) Name and Address of Eligible Applicant: **Florida High School for Accelerated Learning – Manatee, Inc. DBA Bradenton Bay** **817 Manatee Ave W.** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$ 900,000	Contact Name: Rebecca Mitchell Fiscal Contact Name: Nick Booker	Telephone Numbers: **(208)727-7012** **(615) 483-4390**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **817 Manatee Ave W.** **Bradenton, FL 34205**	E-mail Addresses: Rebecca.mitchell@als-education.com Nick.Booker@als-education.com
	Physical/Facility Address: **817 Manatee Ave W.** **Bradenton, FL 34205**	UEI number: FEIN number: 92-1684875

CERTIFICATION

I, _____, (*Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) DocuSigned by: Rebecca Mitchell 942E7710E4594A0...

Signature of Agency Head	Title	Date
	Compliance Director	9/13/2024
Signature of Charter Head	Title	Date

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Instructions for Completion of DOE 100A

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

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

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

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

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

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

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CSP Grant Subgrantee Co-Location Questionnaire

Instructions

If the CSP subgrantee school will share a facility or campus with another public school, complete all sections of this form (1-5). If the CSP sub-grantee school will not share a facility or campus with another public school, *only complete sections 1, 2, and 5*. Sign and upload the completed form to CSP Grant Tracking System within the Documents Tab under Implementation Documents.

SECTION 1: SUBGRANTEE INFORMATION

CSP Subgrantee School Name: Bradenton Bay High School fka Florida High School for Accelerated Learning – Manatee, Inc.

District Name: Manatee School District

CSP-ID: 2024-001 6-digit MSID (if known): __ __ __ __ __ __

SECTION 2: CO-LOCATION STATUS

✓ The CSP subgrantee does not share a facility or campus with another public school.

____ The CSP subgrantee school shares a facility with the school(s) identified in section 3 and that the responses in Section 4 are accurate.

SECTION 3: CO-LOCATION DETAILS

List the school(s) that the CSP subgrantee will share a facility or campus with.

School Name: _____MSID: __ __ __ __ __ __

School Name: _____MSID: __ __ __ __ __ __

SECTION 4: MANDATORY QUERIES

1. Describe how the sub-recipient school and the co-located school are marketed as two separate and distinct public schools? This may include separate signage, separate marketing campaigns, and/or separate website.

2. Provide a brief description of the outreach efforts of the school that demonstrate that the school was recruiting within the entire community it serves?

3. Does the school conduct a separate application process?

4. Did the school use a lottery for the last enrollment period?

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5. Does the school have copies of student application submitted during the last enrollment period? If not, what documentation is available to demonstrate that students applied to the school?

6. Describe how the school ensures and can demonstrate that CSP funded purchases benefit only the students enrolled in the CSP funded school?

7. Do the schools have separate staffs? If no, explain staff scheduling for co-located schools.

8. Are the school's day to day operations carried out by different administrators?

9. Are the schools clearly identifiable to the general public as being separate schools? What separations are in place to eliminate confusion among the general population?

10. Have any students been transferred between the co-located schools? If so, do you have written consent from the parent?

SECTION 5: Signatures

Signature Requirements:

- *Digital signature with date and time stamp is required for an electronic signature.*
- *This form may only be signed by an authorized school contact (ex. board member, principal, executive director). This form may not be signed by a management company contact or consultant.*

I certify to the best of my knowledge and belief all of the statements contained herein are true, complete, and made in good faith.

Name: _____ Date: _____

Title: _____

Signature: _____

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Attachment II-F

Bradenton Bay High School CSPID# 2024-001

School Name / CSP ID#

CSP Funding Distribution Agreement

Pursuant to Section 1002.33(17)(c), Florida Statutes, "Unless otherwise mutually agreed to by the charter school and its [district] 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 school district." These federal funds include the Public Charter Schools Grant Program (CSP).

Further, Florida statutes mandates that "to receive timely reimbursement for an invoice, the charter school must submit the invoice to the sponsor at least 30 days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditures made by the charter school must comply with all applicable state rules and federal regulations."

By signing this form, the chairperson of the charter school governing board and a representative of the school district sponsor either agree to this process of monthly reimbursement for CSP-related expenditures or verify that the parties have mutually agreed to an alternative method of distribution.

X School and sponsor agree to timely reimbursement on a monthly basis

___ School and sponsor mutually agree to an alternative method of funding distribution[1]

□ Full Advance Distribution

□ Partial Advance Distribution*

**Please provide separate attachment with explanation of the percentage and/or dollar amount of the partial distribution that is inclusive of the expenditure reporting process.*

DocuSigned by:

DWIGHT BARBER — DWIGHT BARBER — 9/13/2024

8EAF5C7C50AD498...

Print Name and Signature — Date

Charter School Governing Board Chairperson

_____ _____

Print Name and Signature — Date

Authorized School District Representative

[1] Schools and district sponsors that mutually agree to an alternative method of funding distribution may not be able to access the full CSP implementation award at the start of the project. The Department will instead release CSP funds in separate funding releases.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	Bradenton Bay High School/Manatee School District
B) DOE Assigned Project Number:	CSP 2024-001
C) TAPS Number:	25C113

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
5100	510	Basic (FEFP K-12) - Supplies		$ 49,697.33	100%
5100	520	Basic (FEFP K-12) - Textbooks		$ 50,555.68	100%
5100	641	Basic (FEFP K-12) - Capitalized Furniture, Fixtures, and Equipment		$ 17,160.00	100%
5100	642	Basic (FEFP K-12) - Noncapitalized Furniture, Fixtures, and Equipment		$ 83,559.08	100%
5100	643	Basic (FEFP K-12) - Capitalized Computer Hardware		$ 529,323.73	100%
5100	691	Basic (FEFP K-12) - Capitalized Software		$ 74,500.00	100%
5100	692	Basic (FEFP K-12) - Noncapitalized Software		$ 6,800.00	100%
7000	641	General Support Services - Capitalized Furniture, Fixtures, and Equipment		$ 5,400.00	100%
7100	311	Board - Professional and Technical Services – First $25,000		$ 30,000.00	100%
7300	330	School Administration (Office of the Principal) - Travel		$ 1,000.00	
7300	641	School Administration (Office of the Principal) - Capitalized Furniture, Fixtures, and Equipment		$ 1,420.00	100%
7300	642	School Administration (Office of the Principal) - Noncapitalized Furniture, Fixtures, and Equipment		$ 33,930.00	100%
7300	648	School Administration (Office of the Principal) - Technology-Related Capitalized Furniture, Fixtures and Equipment		$ 8,800.00	100%
7720	391	Information Services - Subawards Under Subagreements – First $25,00		$ 7,853.50	100%
					100%
					100%
					100%
					100%
			D) TOTAL	**$ 899,999.32**	**100%**

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 **DOE 101S**

CLEAR ALL DATA

Enter the Total Grant Award in Cell H1 ----------> | Enter Projected # of Students and Teachers Below by Year | Total Budget $ 899,999.32

Enter School Name Below | CSP ID | YEAR 1: # of Students | YEAR 1: # of Teachers/Classrooms (teachers) / (classrooms) | YEAR 2: # of Students | YEAR 2: # of Teachers/Classrooms (teachers) / (classrooms) | Remaining $ (899,999.32)

CONSOLIDATE YEAR 1-2

COPY AND PASTE FROM BELOW INTO DOE101S

Function	Object	Description	Cost Per Item	YEAR 1 Quantity	YEAR 1 Total Cost Year 1	YEAR 2 Quantity2	YEAR 2 Total Cost YR 2	Total Quantity	Total Cost
5100	643	Student Laptops for testing	$ 1,300.00	150	$ 195,000.00	40	$ 52,000.00	190	$ 247,000.00
5100	643	Laptop Carts	$ 2,000.00	2	$ 4,000.00	2	$ 4,000.00	4	$ 8,000.00
5100	520	Middle School -ELA FLORIDA TEACHER EDITION	$149.97	20	$ 2,999.40		$ -	20	$ 2,999.40
5100	520	Florida Student Edition	$24.95	1	$ 24.95		$ -	1	$ 24.95
5100	520	Middle School- FLORIDA TEACHER EDITION COLLECTION	$157.50	1	$ 157.50		$ -	1	$ 157.50
5100	510	Wilson Reading Package: Student Readers & Teacher Guide	$350.00	1	$ 350.00		$ -	1	$ 350.00
5100	642	TI-83 Plus Silver Edition Graphing Calculator	$99.99	10	$ 999.90	15	$ 1,499.85	25	$ 2,499.75
5100	520	TI-83 for Dummies	$10.49	1	$ 10.49		$ -	1	$ 10.49
5100	510	Quiet Shape Algebra Tiles Student Set	$6.95	2	$ 13.90	2	$ 13.90	4	$ 27.80
5100	520	Algebra Tiles Workbook	$17.99	1	$ 17.99		$ -	1	$ 17.99
5100	520	Vocabulary through Morphemes Student Book 1SA182297	$59.99	1	$ 59.99		$ -	1	$ 59.99
5100	520	Vocabulary through Morphemes Teacher Guid 1SA280954	$98.74	1	$ 98.74		$ -	1	$ 98.74
5100	520	Groundwork for College Reading, 4/e *	$17.90	10	$ 179.00		$ -	10	$ 179.00
5100	520	Ten Steps to Improving College Reading Skills, 5/e	$5.97	10	$ 59.70		$ -	10	$ 59.70
5100	520	Translation Dictionary - Spanish	$178.50	$21.00	$ 3,748.50		$ -	21	$ 3,748.50
5100	520	Translation Dictionary - Creole	$251.79	$21.00	$ 5,287.59		$ -	21	$ 5,287.59
5100	520	Collins School Atlas	$118.65	$7.00	$ 830.55		$ -	7	$ 830.55
5100	520	Translation Dictionary - German	$53.97	$7.00	$ 377.79		$ -	7	$ 377.79
5100	520	Translation Dictionary - French	$38.43	$7.00	$ 269.01		$ -	7	$ 269.01
5100	520	Translation Dictionary - Polish	$83.30	$7.00	$ 583.10		$ -	7	$ 583.10
5100	520	Dictionary - Soft cover - English	$470.75	$35.00	$ 16,476.25		$ -	35	$ 16,476.25
5100	520	Translation Dictionary - Portuguese	$90.65	$7.00	$ 634.55		$ -	7	$ 634.55
5100	520	The College Application Essays, McGinty, Myers	$10.04	1	$ 10.04		$ -	1	$ 10.04
5100	520	Ultimate Guide to HBCUs	$13.91	1	$ 13.91		$ -	1	$ 13.91
5100	520	Admission Matters: What Students and Parents Need to Know about Getting into College, Springer, Sally	$12.35	1	$ 12.35		$ -	1	$ 12.35
5100	520	College Admissions, Getting into the College of Your Choice, Shaevitz, Marjorie,	$19.24	1	$ 19.24		$ -	1	$ 19.24
5100	520	Conquering the College Admissions Essay in 10 Steps: Crafting a Winning Personal Statement, Gelb, Alan	$17.35	1	$ 17.35		$ -	1	$ 17.35
5100	520	How to Write Successful Recommendation Letters	$24.95	1	$ 24.95		$ -	1	$ 24.95
5100	520	Colleges that Change Lives, Pope, Loren	$11.69	1	$ 11.69		$ -	1	$ 11.69
5100	520	The Fiske Guide to Colleges	$18.99	1	$ 18.99		$ -	1	$ 18.99
5100	520	Cool Colleges: For the Hyper-Intelligent, Self-Directed, Late Blooming, and Just Plain Different, Asher, Donald	$19.19	1	$ 19.19		$ -	1	$ 19.19
5100	520	Paying for College, Chany, Kalman, A. & Martz, Geoff	$20.99	1	$ 20.99		$ -	1	$ 20.99
5100	520	Knock 'em Dead Cover Letters: Great Letter Techniques and Samples for Every Step of Your Job Search, Martin Yate	$13.99	1	$ 13.99		$ -	1	$ 13.99
5100	520	Knock 'em Dead: The Ultimate Job Search Guide, 2011, Martin Yate	$10.99	1	$ 10.99		$ -	1	$ 10.99
5100	520	Knock 'em Dead Resumes: Standout Advice from America's Leading Job Search Authority, Martin Yate	$7.95	1	$ 7.95		$ -	1	$ 7.95
5100	520	101 Great Answers to the Toughest Interview Questions, Fry,	$9.39	1	$ 9.39		$ -	1	$ 9.39
5100	520	Crash Course for the ACT	$23.95	2	$ 47.90		$ -	2	$ 47.90
5100	520	How to Find a Job on LinkedIn, Facebook, Twitter, Google	$17.62	1	$ 17.62		$ -	1	$ 17.62
5100	520	ASVAB for Dummies (latest edition)	$26.99	2	$ 53.98		$ -	2	$ 53.98
5100	520	The Official SAT Study Guide, College Board (latest edition	$22.19	1	$ 22.19		$ -	1	$ 22.19
5100	520	Scholarship Handbook, College Board (latest edition)	$62.43	1	$ 62.43		$ -	1	$ 62.43
5100	520	McGraw-Hill's Conquering the ACT Math	$16.00	2	$ 32.00		$ -	2	$ 32.00
5100	520	How to Thrive in College	$11.87	2	$ 23.74		$ -	2	$ 23.74
5100	520	No Fear Shakespeare Romeo and Juliet	$7.99	6	$ 47.94		$ -	6	$ 47.94
5100	520	No Fear Shakespeare Julius Ceasar	$7.99	6	$ 47.94		$ -	6	$ 47.94
5100	520	No Fear Shakespeare Twelfth Night	$7.99	6	$ 47.94		$ -	6	$ 47.94
5100	520	No Fear Shakespeare Macbeth	$7.99	6	$ 47.94		$ -	6	$ 47.94
5100	520	No Fear Shakespeare Sonnets	$7.99	6	$ 47.94		$ -	6	$ 47.94
5100	643	Magicard 300 ID Card Printer	$ 1,916.20	1	$ 1,916.20		$ -	1	$ 1,916.20
5100	510	Floor Mat	$389.00	1	$ 389.00		$ -	1	$ 389.00
5100	510	Banner Stands	$189.00	2	$ 378.00		$ -	2	$ 378.00
5100	510	Teardrop Flags	$299.00	3	$ 897.00	2	$ 598.00	5	$ 1,495.00
5100	510	Floor Decal	$199.00	1	$ 199.00	1	$ 199.00	2	$ 398.00
5100	510	Hanging Banner	$189.00	1	$ 189.00	1	$ 189.00	2	$ 378.00
7720	391	Tri-Fold Brochures (english)	$0.58	2000	$ 1,160.00		$ -	2000	$ 1,160.00
7720	391	Flyers (english)	$0.50	500	$ 250.00		$ -	500	$ 250.00
7720	391	Door hangers (english)	$0.50	500	$ 250.00		$ -	500	$ 250.00
7720	391	Marketing Post cards (english)	$0.50	1000	$ 500.00		$ -	1000	$ 500.00
7720	391	Posters (English)	$4.00	100	$ 400.00		$ -	100	$ 400.00
7720	391	Tri-Fold Brochures (Spanish)	$0.58	1000	$ 580.00		$ -	1000	$ 580.00
7720	391	Tri-Fold Brochures (Portuguese)	$0.58	1000	$ 580.00		$ -	1000	$ 580.00
7720	391	Tri-Fold Brochures (Creole)	$0.58	1000	$ 580.00		$ -	1000	$ 580.00

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
			0	$ -
		#N/A		$ -

7720	391	"We Miss You" Door Hangs	$0.50	1000	$ 500.00		$ -	1000	$ 500.00	#N/A	$	-
7720	391	CTE Insert	$0.58	1000	$ 580.00		$ -	1000	$ 580.00	#N/A	$	-
7720	391	Lead Gen Cards	$0.50	1000	$ 500.00		$ -	1000	$ 500.00	#N/A	$	-
7720	391	Orientation Cards	$0.50	1000	$ 500.00		$ -	1000	$ 500.00	#N/A	$	-
7720	391	Impact Infographic	$0.75	500	$ 375.00		$ -	500	$ 375.00	#N/A	$	-
7720	391	Branded Folders	$1.75	500	$ 875.00		$ -	500	$ 875.00	#N/A	$	-
7720	391	Business Card Holder	$37.25	6	$ 223.50		$ -	6	$ 223.50	#N/A	$	-
5100	643	Meraki MS250-48FP Ethernet Switch	$5,979.22	6	$ 35,875.32		$ -	6	$ 35,875.32	#N/A	$	-
5100	643	Cisco Meraki 10g Base SR	$524.52	4	$ 2,098.08		$ -	4	$ 2,098.08	#N/A	$	-
5100	643	Cisco Meraki 40gbe QSFP Cable 0.5 Meter Length	$73.00	5	$ 365.00		$ -	5	$ 365.00	#N/A	$	-
5100	643	Cisco Meraki 40gbe QSFP Cable 1.0 Meter Length	$167.00	1	$ 167.00		$ -	1	$ 167.00	#N/A	$	-
5100	643	Multi-Mode Fiber Optic Patch Cable Duplex LC 1 Meter Length	$12.95	2	$ 25.90		$ -	2	$ 25.90	#N/A	$	-
5100	643	Cisco Meraki 1025wac PSU	$954.52	7	$ 6,681.64		$ -	7	$ 6,681.64	#N/A	$	-
5100	643	Meraki mr44 Wi-Fi 6 Indoor Access Points	$716.45	3	$ 2,149.35		$ -	3	$ 2,149.35	#N/A	$	-
5100	642	Firewall Software Cisco Meraki MX250 Cloud	$6,114.65	1	$ 6,114.65		$ -	1	$ 6,114.65	#N/A	$	-
5100	642	APC Battery Backup	$1,800.00	2	$ 3,600.00		$ -	2	$ 3,600.00	#N/A	$	-
5100	642	Software: Meraki MS250-48 Enterprise License and Support, 1YR	$532.00	6	$ 3,192.00		$ -	6	$ 3,192.00	#N/A	$	-
5100	642	Software: Meraki MR Advanced License and Support	$701.31	3	$ 2,103.93		$ -	3	$ 2,103.93	#N/A	$	-
5100	642	Software: Meraki MX250 Adv Sec Lic and Support, 5YR	$17,143.75	1	$ 17,143.75		$ -	1	$ 17,143.75	#N/A	$	-
5100	643	HP Pro mini 400 G9 CTO	$495.00	187	$ 92,565.00		$ -	187	$ 92,565.00	#N/A	$	-
5100	643	HP E24mv G4 23.8 Full HD LCD Monitor	$215.00	177	$ 38,055.00		$ -	177	$ 38,055.00	#N/A	$	-
5100	643	HP B300 Mounting Bracket	$50.00	177	$ 8,850.00		$ -	177	$ 8,850.00	#N/A	$	-
5100	643	Dell Latitude 5440 or similar (i7, 256SSD, 14-inch screen, 16GB, 3-year pro support	$1,200.00	1	$ 1,200.00		$ -	1	$ 1,200.00	#N/A	$	-
5100	643	Dell Latitude 5440 or similar (i7, 256SSD, 14-inch screen, 8GB, 3-year pro support	$1,200.00	17	$ 20,400.00		$ -	17	$ 20,400.00	#N/A	$	-
5100	643	Dell 22" Flat Panel Display - Staff	$156.00	21	$ 3,276.00		$ -	21	$ 3,276.00	#N/A	$	-
5100	643	Dell Docking Station	$225.00	18	$ 4,050.00		$ -	18	$ 4,050.00	#N/A	$	-
5100	643	Dell Latitude 3440 or similar (i7, 8GB, 256SSD, 3-year pro support, 14-inch screen	$1,050.00	3	$ 3,150.00		$ -	3	$ 3,150.00	#N/A	$	-
5100	643	Dell Latitude 3440 or similar (i7, 8GB, 256SSD, 3-year pro support, 14-inch screen	$1,050.00	3	$ 3,150.00		$ -	3	$ 3,150.00	#N/A	$	-
5100	643	Apple Ipad	$1,385.00	4	$ 5,540.00	4	$ 5,540.00	8	$ 11,080.00	#N/A	$	-
5100	643	HP 4001DN Monochrome Printer or similar	$400.00	14	$ 5,600.00		$ -	14	$ 5,600.00	#N/A	$	-
5100	643	HP LaserJet Pro MFP 4101fdn Printer with Fax or similar	$560.00	4	$ 2,240.00		$ -	4	$ 2,240.00	#N/A	$	-
5100	643	Yealink T33G	$182.00	25	$ 4,550.00		$ -	25	$ 4,550.00	#N/A	$	-
5100	643	Polycom or similar	$67.44	2	$ 134.88		$ -	2	$ 134.88	#N/A	$	-
5100	643	BIZHUB C450I 45 PPM COLOR MFP	$1,851.60	1	$ 1,851.60		$ -	1	$ 1,851.60	#N/A	$	-
5100	510	Telephone head set	$134.88	2	$ 269.76	2	$ 269.76	4	$ 539.52	#N/A	$	-
5100	643	iPhone for Enrollment Trailer	$255.92	1	$ 255.92		$ -	1	$ 255.92	#N/A	$	-
5100	643	Mifi for Enrollment Trailer	$344.92	1	$ 344.92		$ -	1	$ 344.92	#N/A	$	-
5100	643	Bodno Magicard 300 Dual Sided	$2,035.92	1	$ 2,035.92		$ -	1	$ 2,035.92	#N/A	$	-
5100	642	E-fax line for Enrollment Trailer	$24.00	1	$ 24.00		$ -	1	$ 24.00	#N/A	$	-
5100	642	MS 365 A1 Licenses for Students	$199.00	227	$ 45,173.00		$ -	227	$ 45,173.00	#N/A	$	-
5100	642	Office 365 A5 Licenses	$129.00	18	$ 2,322.00		$ -	18	$ 2,322.00	#N/A	$	-
5100	510	Student Earbuds	$1.00	400	$ 400.00	400	$ 400.00	800	$ 800.00	#N/A	$	-
5100	643	Digital Camera	$400.00	1	$ 400.00		$ -	1	$ 400.00	#N/A	$	-
5100	643	6-Receptacle Power Strip	$10.00	10	$ 100.00		$ -	10	$ 100.00	#N/A	$	-
5100	643	LCD Projector	$800.00	1	$ 800.00	1	$ 800.00	2	$ 1,600.00	#N/A	$	-
5100	643	Cabling	$7,131.00	1	$ 7,131.00		$ -	1	$ 7,131.00	#N/A	$	-
5100	510	Smart Boards	$4,477.43	7	$ 31,342.01		$ -	7	$ 31,342.01	#N/A	$	-
5100	643	Message Board (Electronic)	$500.00	2	$ 1,000.00		$ -	2	$ 1,000.00	#N/A	$	-
5100	643	Radio (Bear)BPR40 MagOne Radio or Similar	$225.00	10	$ 2,250.00	5	$ 1,125.00	15	$ 3,375.00	#N/A	$	-
5100	510	Enrollment Office Supplies	$1,600.00	1	$ 1,600.00		$ -	1	$ 1,600.00	#N/A	$	-
7300	642	Folding Tables	$55.00	6	$ 330.00		$ -	6	$ 330.00	#N/A	$	-
5100	510	Standanrd School Supplies	$12,000.00	1	$ 12,000.00		$ -	1	$ 12,000.00	#N/A	$	-
5100	520	Wilson Reading Instructional Books	$1,202.00	15	$ 18,030.00		$ -	15	$ 18,030.00	#N/A	$	-
7100	311	Audit Fees	$15,000.00	1	$ 15,000.00	1	$ 15,000.00	2	$ 30,000.00	#N/A	$	-
7300	330	Principal Training	$1,000.00	1	$ 1,000.00		$ -	1	$ 1,000.00	#N/A	$	-
7300	648	Raptor System Visitor Check In	$2,200.00	1	$ 2,200.00		$ -	1	$ 2,200.00	#N/A	$	-
7300	648	Translator Devices	$2,200.00	3	$ 6,600.00		$ -	3	$ 6,600.00	#N/A	$	-
5100	692	IXL Licenses	$17.00	200	$ 3,400.00	200	$ 3,400.00	400	$ 6,800.00	#N/A	$	-
7300	642	Mobile Shelving Units	$32,700.00	1	$ 32,700.00		$ -	1	$ 32,700.00	#N/A	$	-
5100	641	Student Chairs	$85.00	52	$ 4,420.00		$ -	52	$ 4,420.00	#N/A	$	-
5100	641	Student Desks	$245.00	52	$ 12,740.00		$ -	52	$ 12,740.00	#N/A	$	-
5100	691	APEX Curriculum Licenses	$70.00	275	$ 19,250.00	275	$ 19,250.00	550	$ 38,500.00	#N/A	$	-
5100	691	APEX Professional Development	$2,000.00	1	$ 2,000.00		$ -	1	$ 2,000.00	#N/A	$	-
5100	691	CertifyEd CTE Curriculum Licenses	$6,500.00	1	$ 6,500.00	1	$ 6,500.00	2	$ 13,000.00	#N/A	$	-
5100	691	CertifyEd CTE Professional Development	$2,000.00	1	$ 2,000.00	1	$ 2,000.00	2	$ 4,000.00	#N/A	$	-
5100	691	Reading Plus Curriculum Licenses	$8,500.00	1	$ 8,500.00	1	$ 8,500.00	2	$ 17,000.00	#N/A	$	-
5100	643	Meta Quest VR Headsets & Accessories	$400.00	5	$ 2,000.00	5	$ 2,000.00	10	$ 4,000.00	#N/A	$	-
7000	641	Picnic Tables	$1,800.00	3	$ 5,400.00		$ -	3	$ 5,400.00	#N/A	$	-
5100	642	Scientific Calculators	$11.00	100	$ 1,100.00	26	$ 286.00	126	$ 1,386.00	#N/A	$	-
7300	641	Staff Desk Hutch	$355.00	4	$ 1,420.00		$ -	4	$ 1,420.00	#N/A	$	-
5100	643	43 inch Smart TV	$150.00	1	$ 150.00		$ -	1	$ 150.00	#N/A	$	-
5100	643	85 inch Frame QLED 4k TV	$4,500.00	1	$ 4,500.00		$ -	1	$ 4,500.00	#N/A	$	-
7300	642	Large Tables (Student Entry)	$450.00	2	$ 900.00		$ -	2	$ 900.00	#N/A	$	-
					$ -		$ -	0	$ -	#N/A	$	-

					$ -		$ -	0	$ -	#N/A	$ -

					$ -		$ -	0	$ -		#N/A	$ -

AGENDA ITEM NO. 11.6

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the 2024-2025 School Improvement Plans (No Financial Impact)

Executive Summary
As required by Manatee School Board Policy 2120 and Florida Statue (F.S.) Section 1001.42(18), the Board shall annually approve and require implementation of a new, amended, or continuation School Improvement Plan (SIP) for each school in the district and shall provide funds to schools for developing and implementing school improvement plans. The SIP outlines specific objectives and action steps for ensuring that schools meet the required performance standards for both district and state educational goals and priorities. To continually evaluate their students' progress, schools have developed a SIP for the 2024-2025 school year with measurable objectives that focus on improving student performance. To fulfill the requirements, schools are required to complete a SIP using the template located in the Continuous Improvement Management System (CIMS2) www. floridacims.org.

Due to the size and format of each SIP, they are available for review in person at the School Support Center (SSC).

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval of the 2024-2025 School Improvement Plans (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Departments: Elementary and Secondary Education
Initiated By: Derek Jensen, Kaththea Johnson, Stephanie Callaway, Annette Codelia, and Sharon Scarbrough

AGENDA ITEM NO. 11.7

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Affiliation Agreement Between The City University of New York Brooklyn College and the School District of Manatee County for University Students Pursuing Degrees in Education to Fulfill Student Teaching Requirements (No Financial Impact)

Executive Summary
Historically, the School District of Manatee County has partnered with colleges and universities to provide clinical experiences for students participating in educational training and degree programs. Partnerships of this kind have allowed agencies to provide their students with practical application of learned theory. This training experience will allow for a cooperative effort between The City University of New York Brooklyn College and the School District of Manatee County to support interns in seeking employment within the district once their training is completed. The School District of Manatee County will partner with the university to provide participating students in the college's education program with hands-on facilitated experiential learning. A copy of the agreement is attached for review.

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

Ready For Life | Goal 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 new affiliation agreement between The City University of New York Brooklyn College and the School District of Manatee County for university students pursuing degrees in education to fulfill student teaching requirements (No Financial Impact).

Financial Impact
No financial impact to the district.

Contact
Submitting Department: Curriculum/Professional Learning
Initiated By: Terra Brown

Attachments:
Affiliation Agreement Brooklyn College

AFFILIATION AGREEMENT
For Field Experience/Internship Placement

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made by and between the THE CITY UNIVERSITY OF NEW YORK (the "University"), a corporate body existing pursuant to Article 125 of the Education Law of the State of New York, having its principal place of business at 205 East 42nd Street, New York, New York 10017, on behalf of Brooklyn College, an educational unit of the University, having an address at 2900 Bedford Avenue, Brooklyn, NY 11210 (the "College") , and School District of Manatee County hereinafter referred to as **"District,"** and collectively referred to as "Parties."

II. PURPOSE OF AGREEMENT

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

III. GENERAL PROVISIONS OF AGREEMENT

A. Effective Date and Term: This Agreement shall be effective immediately upon signing of all parties to the agreement, and shall remain in effect for **two (2) years** and no later than June 30, 2026 **(Not to exceed three years)**.

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

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

IV. RESPONSIBILITIES OF THE COLLEGE

It shall be the responsibility of the College to:

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

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

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

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

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

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

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

H. Reasonably cooperate with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with College pursuant to this Agreement and subject to the right of the Attorney General of the State of New York, or a designee thereof, to participate in such defense.

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

J. Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all Internship individuals that come in contact with students to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law. For information on JLA requirements and how to comply visit http://www.manateeschools.net/. Level II background checks will be conducted at the cost of the Participant. The College will inform the Participants they need to comply with the JLA requirement prior to placement.

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

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

V. RESPONSIBILITIES OF THE DISTRICT

It shall be the responsibility of the District to:

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

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

C. Determine, in consultation with College, the College students who will be placed at District schools.

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

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

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

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

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

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

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

VI. REQUEST FOR WITHDRAWAL OF PARTICIPANT

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

VII. MISCELLANEOUS

A. Insurance and Indemnification:

The University agrees, subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, to hold the District harmless from and indemnify it in the amount of any settlement or for any final judgment of a court of competent jurisdiction to the extent such settlement or judgment is attributable to the negligence of the University or the College, or any of their trustees, officers, or employees when acting within the course and scope of their employment in connection with this Agreement.

Each party will participate for the duration of this agreement, in appropriate programs of insurance or self-insurance if required in each party's state of domicile, for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to the party and the party's officers, employees, servants, and agents while acting within the scope of their employment or agency. The Parties understand and agree that Participants are not officers, employees, servants, or agents of the College. The School District is self-insured for all statutory liability exposure to the limitations described in section 768.28,

Florida Statutes. Neither the University nor the College maintain liability insurance for their activities, however employees of the University and the College are indemnified for liability pursuant to the provisions of Section 6205 of the New York State Education Law and Section 17 of the New York State Public Officers Law, subject to such limitations and conditions as are set forth therein.

B. Compliance with Florida's Public Records Act:

By entering into this Agreement, College acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects use reasonbale effots to comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes.

IF THE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

C. Confidentiality:

The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. In the event of a breach of security, College shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, College shall fully cooperate, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records, District shall provide notice to the other party who may then, at its discretion, respond to the request.

D. Sovereign Immunity:

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

E. Independent Contractor:

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

F. Entirety of Agreement:

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

G. Choice of Laws:

Intentionally Omitted.

H. Assignment:

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

I. No Third-Party Beneficiaries:

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

J. Severability:

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

K. Waiver:

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

L. Captions:

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

M. Covid-19 Clause**:**

The **College** agrees to instruct Participants to comply with the District's COVID-19 protocols.

N. Notices; Electronic Communications:

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

To District:
ATTN: Director of Human Resources,
School Support Center,
215 Manatee Ave. West, Bradenton, FL 34205
941-708-8770

To University: Brooklyn College
2900 Bedford Avenue
Brooklyn, MY 11201
Jennifer Millan, M.S.E.d.

With a copy to: Office of the General Counsel
The City University of New York
205 East 42nd Street, 11th Floor
New York, New York 10017

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

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

P. By entering into this Agreement, the Parties understand the District is registered with, and uses the **E-Verify** system as per the provisions of Section 448.095, Florida Statutes, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and subcontractors.

SIGNATURES TO AGREEMENT

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

District: School District of Manatee County	THE CITY UNIVERSITY OF NEW YORK ON BEHALF OF BROOKLYN COLLEGE
Signature	Signature
Chad Choate	Derek Davis
Printed Name	Printed Name
School Board Chair	General Counsel
Title	Title
	September 23, 2024
Date	Date
Approved as to Form:	Approved as to Form Adriana Blanco Office of the General Counsel
School District of Manatee County General Counsel	9/23/2024 date

AGENDA ITEM NO. 11.8

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval to Purchase University of Florida Lastinger Center Programs and Services, SDMC No. 25-0083-BS, Estimated in the Amount of $500,000.00 (Strauss Grant Funds) - *updated October 4, 2024*

Executive Summary
The School District is partnering with the University of Florida Lastinger Center (UFLC) to improve student literacy outcomes through specialized training in the science of reading and small group literacy instruction that brings theory to practice in the classroom. The partnership ensures that the School District of Manatee County can build its capacity to create scalable and sustainable high-quality professional learning experiences for its teachers. Participating educators gain expertise alongside UFLC associates as they participate in a gradual release model, which ensures implementation fidelity and sustainability of the professional learning experiences.

The School District is expanding its program this year based on connection between teachers who received this training in 2023-2024 and positive outcomes on the 23/24 FAST PM3. Elementary administrators (Principals and Assistant Principals), literacy coaches, and all K-1 teachers at Title I schools will receive professional learning and support. Additionally, 2nd grade teachers and paraprofessionals at selected schools will be provided with professional development and support focused on small group instruction. This continuous professional development and job-embedded support will feature intensive training in the science of reading, aimed at enhancing student achievement in reading.

Historical Expenditures are as follows:
- 2023-2024 $395,414.00
- 2022-2023 $20,000.00

Approval does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of October 8, 2024, through October 7, 2025.

Subsection 6A-1.012(11) F.A.C. states, “The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.”

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

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

Recommendation
The Superintendent recommends approval to purchase University of Florida Lastinger Center programs and services, SDMC No. 25-0083-BS, estimated in the amount of $500,000.00 (Strauss Grant Funds).

Financial Impact
The funding source for these expenditures are Community Foundation of Sarasota Strauss Literacy Initiative Grant and is included in the Curriculum and Professional Learning's approved budget for 2024- 2025.

Contact
Submitting Departments: Curriculum and Purchasing
Item Owner: Alison Nichols

Attachments:
Lastinger Contract for Services

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
	Curriculum & Pro Dev.	Alison Nichols/Beth Sharp Tolly

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 25 day of September , 20 24 (Agreement Date) by and between The School Board of Manatee County, Florida, a political subdivision of the State of Florida, (Board) and University of Florida Board of Trustees (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: University of Florida Board of Trustees		
Representative: Stephanie Gray	Position: Language and Literacy Partners	
Address: 207 Grinter Hall		
City: Gainsville	State: FL	Zip: 32611
Phone: 352-392-9267	Email: ufawards@ufl.edu	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment} Provide literacy program and professional development for the District.
And shall be performed at the following location(s): Various
Date(s) of Service(s): October 8, 2024 to October 7, 2025
Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an amount not to exceed $ 500,000.00 , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one) ☐ a flat fee of $. ☑ a rate of $ per unit where the unit of measure is . Quotes to be Provided
Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.
To be paid from budget line:

TERMS AND CONDITIONS:

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

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

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

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

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

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

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

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

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

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

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

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

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

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

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

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

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

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

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

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

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

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

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

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

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

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

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

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

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

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

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

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

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

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

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

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

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

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

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

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

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

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

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

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

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

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

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C - Contractor Affidavit
regarding the Use of Coercion for Labor
and Services

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

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

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

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Procure or obtain.

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

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

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

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

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

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

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

(d) See also § 200.471.

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

(b) For purposes of this section:

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

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

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

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

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

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

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

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

_____
Signature of Authorized Representative

AGENDA ITEM NO. 11.9

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Fourth Amendment to the Ground Lease Between the City of Bradenton and the School Board of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility, in the Amount of $10.00 Per Year (No Financial Impact)

Executive Summary
On June 23, 2021, the School Board and the City of Bradenton entered into a 35-acre Ground Lease for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility.

On September 22, 2021, the School Board and the City entered into The First Amendment to the Ground Lease to increase the acreage from 35-acres to 70-acres.

The Second Amendment to the Ground Lease was approved on July 26, 2022 and moved the leased portion of the City parcel to the southern boundary of the City owned property, clarified the preferred access, extended the construction timeline, required the School Board to pursue obtaining an access easement from an adjacent owner to SR 64 for the benefit of the City, and provided if the easement was not obtained either party could terminate the lease.

The Third Amendment to the Ground Lease was approved on March 21, 2024 and removed the requirement for the access easement, acknowledged that the lease is not contingent on obtaining the access easement, and extended the date to commence construction of the facility to four (4) months after approval of the Third Amendment.

This proposed Fourth Amendment to the Ground Lease replaces Exhibit A-1. The existing Exhibit A-1 is a graphic representation of the lease area, whereas replacement Exhibit A-1 provides a survey and legal description of the same area. All other terms and conditions of the lease, as amended, shall remain in full force and effect.

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 fourth amendment to the ground lease between the City of Bradenton and the School Board of Manatee County for the new Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility, in the amount of $10.00 per year. (No Financial Impact)

Financial Impact
The cost to implement this lease will not exceed $10.00 per year with the City of Bradenton. **The funding source for this annual expenditure is Manatee Technical College's Equivalency of Training Funds and Tuition and Fees.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Fourth Amendment to Ground Lease

FOURTH AMENDMENT TO GROUND LEASE

THIS FOURTH AMENDMENT TO GROUND LEASE WITH IMPROVEMENTS ("Fourth Amendment") is made and entered by and between the CITY OF BRADENTON, a Florida municipality existing under the laws of the State of Florida (hereinafter referred to as the "City"), and the SCHOOL BOARD OF MANATEE COUNTY, a public body corporate, existing under the laws of the State of Florida (hereinafter referred to as the "School Board") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, City and School Board entered into a Ground Lease with Improvements dated June 30, 2021 ("Lease") for property located in Manatee County, Florida;

WHEREAS, pursuant to said Lease, the School board is authorized to utilize a portion ("Portion") of the City Parcel to construct a facility for public safety training to be utilized by the Manatee Technical College Law Enforcement Academy; and

WHEREAS, City and School Board entered into that First Amendment to Ground Lease, dated September 22, 2021 ("First Amendment"), that Second Amendment to Ground Lease, dated July 26, 2022 ("Second Amendment"), that Third Amendment to Ground Lease, dated March 21, 2024 ("Third Amendment"), which together with the Lease shall be collectively referred to as the "Lease"; and

WHEREAS, The Premises have now been accurately described with written legal descriptions and survey sketches and City and School Board wish to amend the Lease to substitute the Exhibit A-1 with the legal descriptions and survey sketches accurately showing the location of the Premises.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for the annual payment of ten ($10.00) dollars and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties hereto, intending to be legally bound, hereby amend and modify the Lease effective as of the date of this Fourth Amendment, as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

2. Exhibit A-1. The Parties agree that the attached Exhibit A-1 shall replace the previous Exhibit A-1 of the Lease.

3. RATIFICATION. Except as amended by the terms of this Fourth Amendment, all other terms, covenants, and conditions of the Lease, as amended and obligations of the Parties thereunder, shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment effective as of this _____ day of _____, 2024.

CITY:

CITY OF BRADENTON,
a Florida municipal corporation

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

By:_____
Name: Gene Brown
Title: Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Scott E. Rudacille, Esq.
City Attorney

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By:_____
Name: Chad Choate, III, Chairman

ATTEST:

_____
Jason Wysong, Superintendent

(SEAL)

_____
Print Name:_____

_____
Print Name:_____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen Dye (Sep 17, 2024 17:01 EDT) 09/17/2024

Stephen R. Dye, Esq.
School Board Attorney

09/17/2024

RG 09/17/2024

KP 09/19/2024

EXHIBIT A-1

MAP SHOWING BOUNDARY AND TOPOGRAPHIC SURVEY FOR FAWLEY BRYANT ARCHITECTURE LOCATED IN MANATEE COUNTY, FLORIDA

SURVEYOR'S NOTES

1.) TRACT SHOWN HEREON IS DERIVED FROM ORIGINAL PARENT TRACT RECORDED BK. 1275 PG. 1249.

2.) THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARY OF SAID PARCEL AND COLLECT ALL TOPOGRAPHIC FEATURES AT A SPECIFICALLY MARKED LOCATION WITHIN SAID BOUNDARY. ALL UNITS ARE IN SURVEY FEET. AERIAL PHOTOGRAPHY IS FOR INFORMATIONAL PURPOSES ONLY AND NOT PART OF THIS SURVEY.

3.) SURVEY DATA COLLECTED AND RESULTING CAD FILES WEREPERFORMED AND PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PER SECTION 472.027, FLORIDA STATUES.

4.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

5.) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OR THE VERIFIED DIGITAL SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

6.) THIS SURVEY WAS PERFORMED BY USING A TRIMBLE GPS ROVER OPERATING WITH CORRECTIONS FROM THE FDOT'S FPRN NETWORK, WITH REDUNDANT CHECKS THE EXPECTED ACCURACY IS +/- 0.1' HORIZONTAL AND +/- 0.2' VERTICAL. THE VERTICAL BENCHMARKS SHOWN ARE DERIVED FROM FLORIDA DEPARTMENT OF TRANSPORTATION POINTS "DESS" & "ESSX" UTILIZING A TRIMBLE DINI DIGITAL LEVEL. CLOSURE ON THE LEVEL LOOP IS +/- 0.05'.

7.) COORDINATES REFER TO STATE PLANE COORDINATES, FLORIDA WEST ZONE 0902 PER THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

8.) THIS PROPERTY IS SUBJECT TO ENCUMBRANCES, EASEMENTS, AND RESTRICTIONS, OF ANY OF RECORD

9.) INSTRUMENTS OF RECORD REFLECTING OWNERSHIP OR ENCUMBRANCES WERE PROVIDED BY A TITLE AGENCY AND ARE NOTED AS SO BELOW, NO EFFORT WAS MADE TO OBTAIN OR VALIDATE TITLE OTHER THAN BY THE CLIENT.

10.) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN. ANY UTILITIES SHOWN HEREON ARE BASED ONLY ON VISIBLE SURFACE EVIDENCE, UNLESS NOTED OTHERWISE.

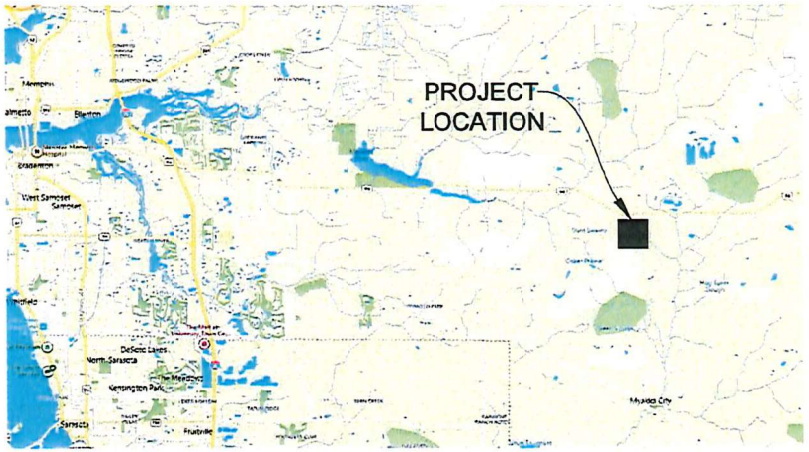
11.) REFERENCE DOCUMENTS USED IN THE COURSE OF THIS SURVEY HAVE BEEN NOTED HEREON

A. TRUSTEE'S DEED RECORDING NUMBER BK. 1238 PG. 1929
B. SPECIAL WARRANTY DEED RECORDING NUMBER BK. 1275 PG. 1249
C. WARRANTY DEED OF JOHN FALKNER LLC BK. 2303 PG. 3337
D. COPY OF UNRECORDED 10 ACRE SITE SURVEY FOR THE CITY OF BRADENTON
E. DRMP SURVEY PERFORMED ON 11/2021 FOR A PROPOSED SITE ON SAME PROPERTY FOR ALTERNATE PROPOSED SITE. "NOT RECORDED"

12.) DATE OF LAST FIELD SURVEY 01/24/23

Line Legend

- Slope Line (Field delineated)
- Unpaved drive or truck tracks
- Fence line
- Tree line
- 75.5 Contour line



LEGEND & ABBREVIATIONS

BGV	BELOW GROUND VAULT
C.M.	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
(D)	DEED
DRMP	DRMP, INCORPORATED
C.P.	CODE OF PAVEMENT
EL OR ELEV.	ELEVATION
(F)	FIELD INFORMATION
F.F.	FINISHED FLOOR
FL	FLORIDA
FND.	FOUND
FOC	FIBER OPTIC CABLE
FWC	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
GR. EL.	GROUND ELEVATION
H.D.P.E.	HIGH DENSITY POLYETHYLENE PIPE
ID.	IDENTIFICATION
INV.	INVERT
I.R.	IRON ROD
I.R.C.	IRON ROD & CAP
I.P.C.	IRON PIPE & CAP
LB	LICENSED BUSINESS
LP	LIGHT POLE
LS	LICENSED SURVEYOR
R	RANGE
T	TOWNSHIP
(M)	MEASURED
M.E.S.	MITERED END SECTION
MH	MANHOLE
MW	MONITORING WELL
N.L.D.	NAIL AND DISK
NO.	NUMBER
NPW	NON-POTABLE WATER
O.R.B.	OFFICIAL RECORDS BOOK
RK.	RECORDS BOOK NUMBER
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PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
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PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
TBM	TEMPORARY BENCH MARK
TELE	TELEPHONE
TP	TURN POINT (BENCH RUN POINT)
TPED	TELEPHONE PEDESTAL
TRAV.	TRAVERSE
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UTM	UNIVERSAL TRANSVERSE MERCATOR
W	WITH
WMA	WETLAND MANAGEMENT AREA
	CONCRETE MONUMENT
	BOLLARD/POST (AS NOTED)
	FIRE HYDRANT
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	ELECTRIC MANHOLE
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	UNKNOWN MANHOLE
	WATER VALVE COVER
	WATER VALVE
	WATER METER

JOHN M. FLOYD License Number 7098 STATE OF FLORIDA Professional Surveyor and Mapper

I HEREBY CERTIFY THAT THE ATTACHED SURVEY OF THE HEREON DESCRIBED LANDS IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY RESPONSIBLE CHARGE ON JANUARY 24, 2023. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOHN M. FLOYD
FLORIDA REGISTRATION NO. LS 7098
DIGITALLY SIGNED & SEALED IN ACCORDANCE WITH CHAPTER 472.025, FLORIDA STATUES

DATE	REVISIONS	REVISED BY	CHECKED BY	DATE	REVISIONS	REVISED BY	CHECKED BY
01/24/23	CONNECTED BEARINGS OF NORTHERN AND SOUTHERN BOUNDARIES	MAR	JMF				

WARNING 0 1" IF THIS BAR DOES NOT MEASURE 1" THIS COPY OF THIS DOCUMENT IS NOT TO SCALE

FIELD BY	DF, M. LH 01/24/2023
DRAWN BY	MAC 02/07/2023
CHECKED BY	JMF 02/07/2023
FIELD BOOK(S)	LM & DF 22
PAGE(S)	47-53 ; 38-39
FILE: SURVEY02.DWG	

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Telephone (561) 451-8124

COVER SHEET
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E

MANATEE COUNTY FLORIDA

PROJECT NO. 21-0740.000
DATE 02/07/2023
SCALE N.T.S.
SHEET 1 OF 3

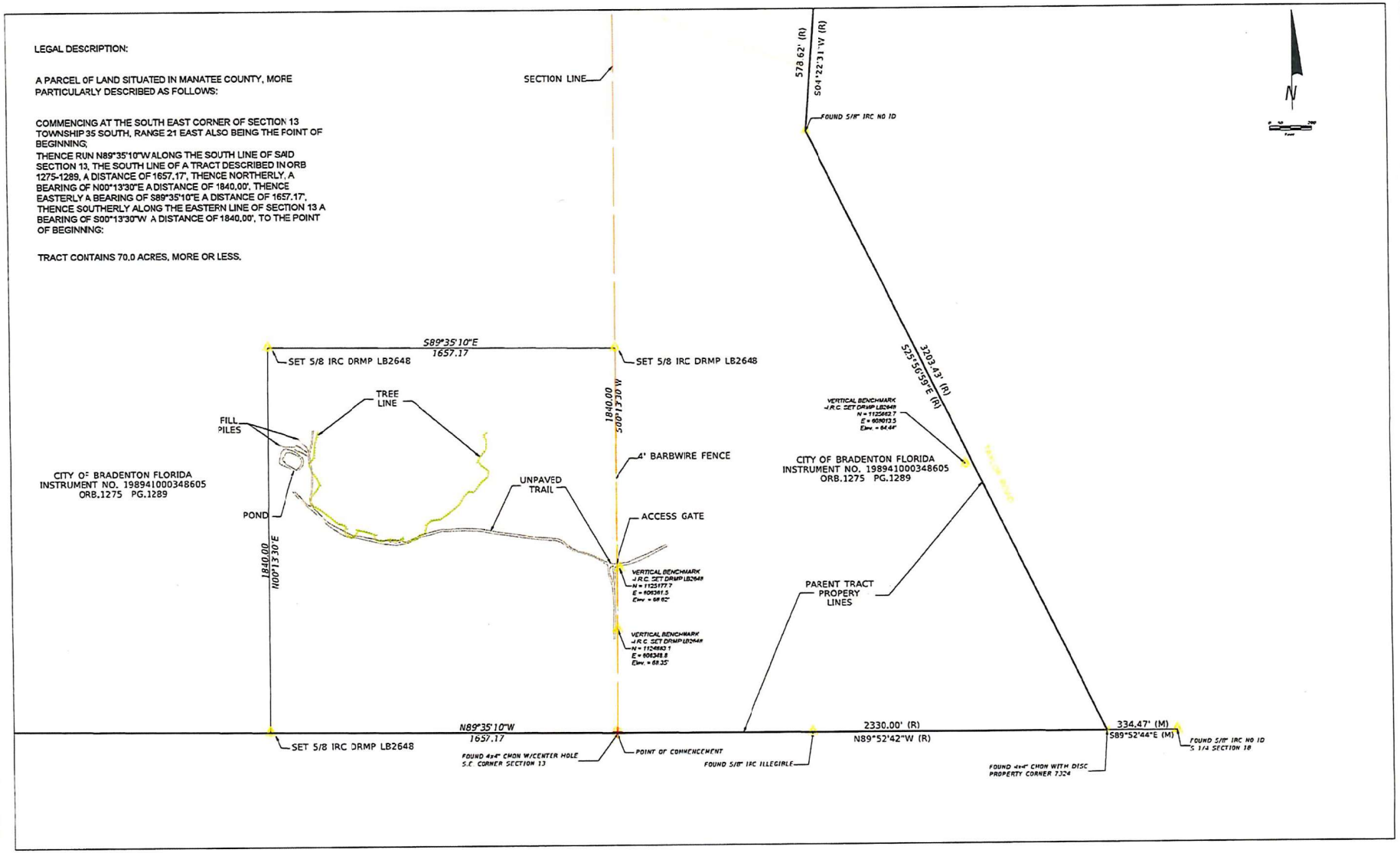
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LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN MANATEE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SECTION 13 TOWNSHIP 35 SOUTH, RANGE 21 EAST ALSO BEING THE POINT OF BEGINNING;
THENCE RUN N89°35'10"W ALONG THE SOUTH LINE OF SAID SECTION 13, THE SOUTH LINE OF A TRACT DESCRIBED IN ORB 1275-1289, A DISTANCE OF 1657.17', THENCE NORTHERLY, A BEARING OF N00°13'30"E A DISTANCE OF 1840.00', THENCE EASTERLY A BEARING OF S89°35'10"E A DISTANCE OF 1657.17', THENCE SOUTHERLY ALONG THE EASTERN LINE OF SECTION 13 A BEARING OF S00°13'30"W A DISTANCE OF 1840.00', TO THE POINT OF BEGINNING:

TRACT CONTAINS 70.0 ACRES, MORE OR LESS.



DRAWING	CORRECTED BEARINGS OF NORTHERN AND SOUTHERN BOUNDARIES	BAS	JMF				
DATE	REVISIONS	REVISED BY	CHECKED BY	DATE	REVISIONS	REVISED BY	CHECKED BY

WARNING
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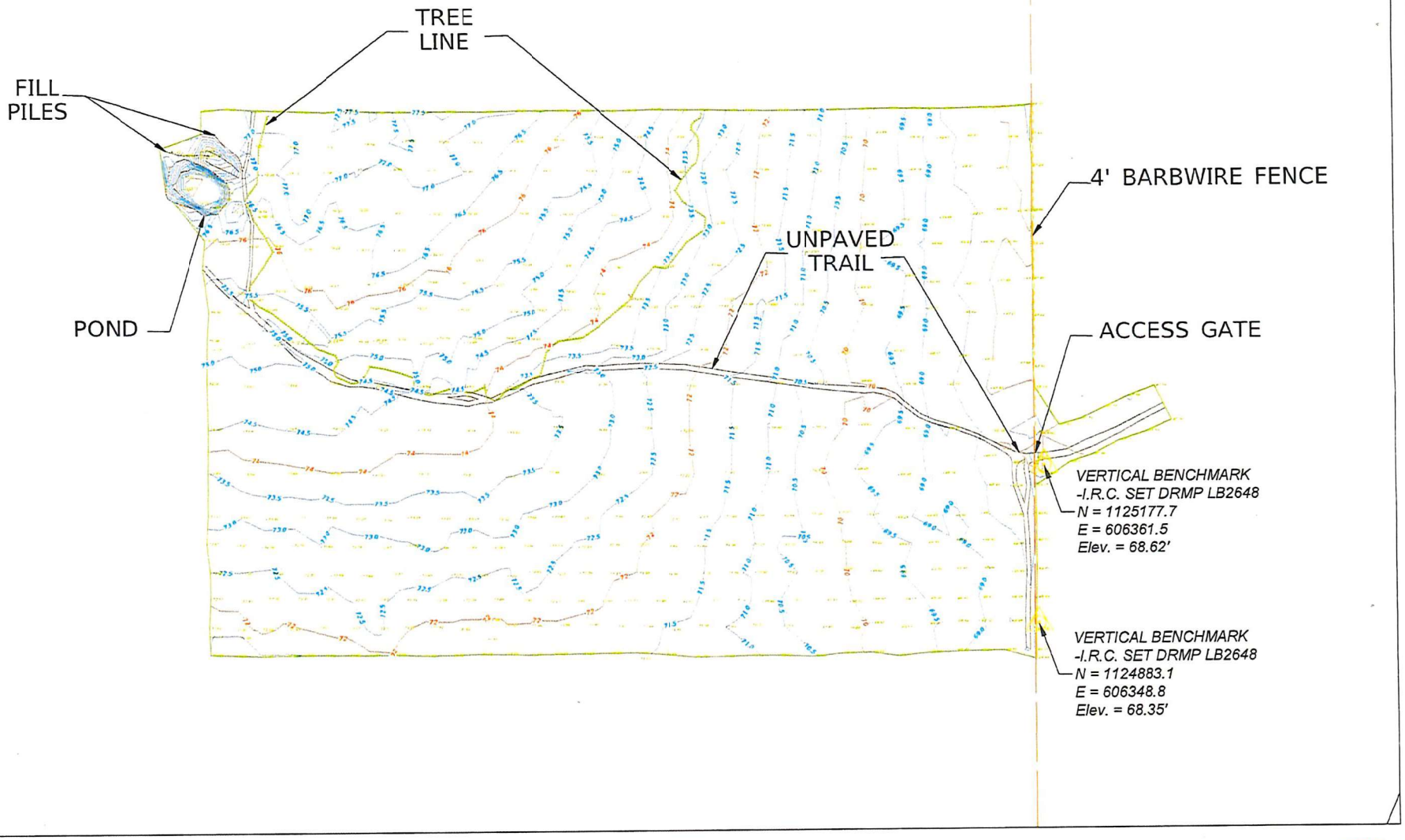
FIELD BY	DF, W, LH	01/24/2023
DRAWN BY	MAC	02/07/2023
CHECKED BY	JMF	02/07/2023
FIELD BOOK(S)	LH @ DF 22	
PAGE(S)	47-53 ; 38-39	
FILE: SURVEY02.DWG		

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BOUNDARY SURVEY
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E

MANATEE COUNTY FLORIDA

PROJECT NO. 21-0740.000
DATE 02/07/2023
SCALE 1:200
SHEET 2 OF 3



NUMBER	REVISIONS	REVISED BY	CHECKED BY	DATE	REVISIONS	REVISED BY	CHECKED BY
	CORRECTED BEARINGS OF NORTHERN AND SOUTHERN BOUNDARIES	BMP	JMP				

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PAGE(S)	47-53 ; 38-39	
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TOPOGRAPHIC SURVEY
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E
MANATEE COUNTY FLORIDA

PROJECT NO.	21-0740.000
DATE	02/07/2023
SCALE	1:80
SHEET	3 OF 3

DESCRIPTION: ACCESS EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST FOR A POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1275, PAGE 1289, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°52'42"E, ALONG SAID SOUTHERLY LINE AND THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2330.00 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT-OF-WAY OF TAYLOR ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 1 THROUGH 20, SAID PUBLIC RECORDS; THENCE N25°56'59"W, ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 111.33 FEET; THENCE N89°52'42"W, PARALLEL WITH SAID SOUTH LINE OF SECTION 18 AND 100 FEET NORTHERLY THEREOF, A DISTANCE OF 2280.89 FEET TO THE INTERSECTION WITH THE WEST LINE OF AFORESAID SECTION 18; THENCE S00°13'30"W, ALONG SAID WEST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5.29 ACRES, MORE OR LESS.

SURVEYORS NOTES:

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH A BEARING OF S89°52'42"E FOR THE SOUTH LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

THIS SKETCH AND DESCRIPTION IS CERTIFIED TO THE SCHOOL BOARD OF MANATEE COUNTY.

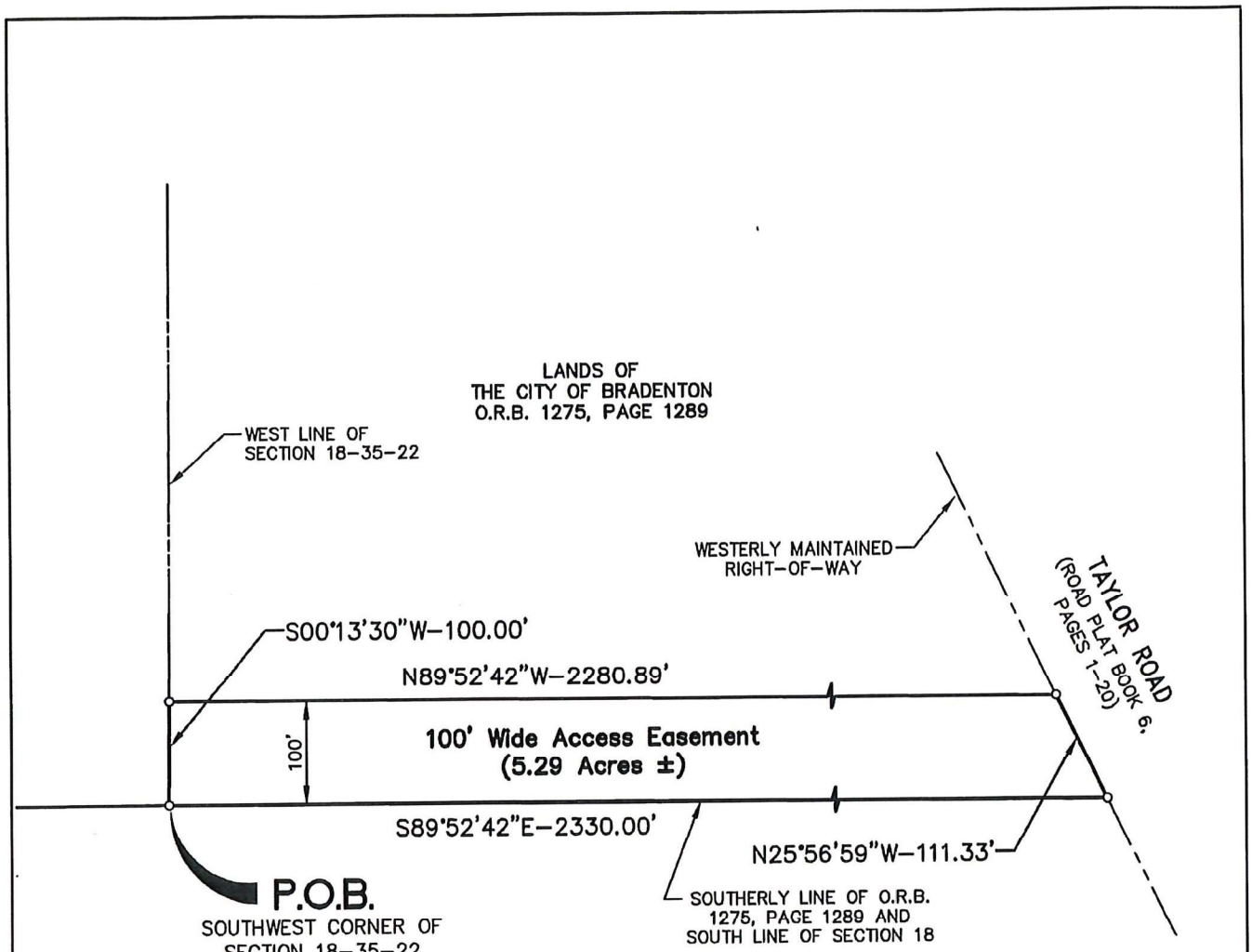
SEPTEMBER 3, 2024
DATE OF CERTIFICATE

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5116

REFER TO SHEET 2 OF 2 FOR SKETCH
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 8103.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: P3152400--

GANNETT FLEMING | TRANSYSTEMS
503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561



NORTH

NOT TO SCALE

SKETCH OF DESCRIPTION

NOT A SURVEY

LEGEND	
P.O.B.	= POINT OF BEGINNING
O.R.B.	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

REFER TO SHEET 1 OF 2 FOR DESCRIPTION

JOB NUMBER: P3152400-- DRAWN BY: Kck SCALE: NONE SHEET NUMBER 2 OF 2

GANNETT FLEMING | TRANSYSTEMS

503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561

AGENDA ITEM NO. 11.10

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Memorandum of Lease Between the City of Bradenton and the School Board of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility (No Financial Impact)

Executive Summary
On June 23, 2021, the School Board and the City of Bradenton entered into a Ground Lease for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility. There have been several amendments to the lease, including a fourth amendment on this school Board Meeting agenda for approval.

Article 39 of the lease requires that the parties execute a Memorandum of Lease in recordable form setting forth the effective lease commencement date and the expiration date. This document provides a mechanism for the School Board to obtain a leasehold title insurance policy and record the document in public records.

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 memorandum of lease between the City of Bradenton and the School Board of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Memorandum of Lease

THIS INSTRUMENT PREPARED BY:
Stephen R. Dye, Esquire
Dye Harrison Knowles Kirkland Pratt & DePaola, PLLC
1206 Manatee Avenue West
Bradenton, Florida 34205
941/746-1167

MEMORANDUM OF LEASE

On June 23, 2021, a Ground Lease was entered into between CITY OF BRADENTON, a Florida municipality existing under the laws of the State of Florida, as Lessor, and SCHOOL BOARD OF MANATEE COUNTY, a public body corporate, existing under the laws of the State of Florida, as Lessee, including any amendments thereto. This Memorandum of that Lease is presented for recording:

1. Name of Lessor in Lease: CITY OF BRADENTON, a Florida municipality existing under the laws of the State of Florida

2. Name of Lessee in Lease: SCHOOL BOARD OF MANATEE COUNTY, a public body corporate, existing under the laws of the State of Florida

3. Addresses set forth in Lease as addresses of Lessor and Lessee:

   Lessor: 101 Old Main Street West
   Bradenton, FL 34205

   Lessee: 215 Manatee Avenue West
   Bradenton, FL 34205

4. Date of Lease: June 23, 2021

5. Description of leased premises as set forth in Lease: See Exhibit "A" attached hereto; a portion of Parcel I.D. 160900007.

6. The date on which the term of the Lease commences is June 23, 2021.

7. Term of Lease: Fifty (50) years with four additional ten (10) year extensions and final nine (9) year extension for a total of ninety-nine (99) years.

Signed, sealed and delivered
In the presence of:

"LESSOR"

CITY OF BRADENTON, a Florida Municipal corporation

_____
Print Name:_____

By:_____
Name: Gene Brown
Title: Mayor

_____
Print Name:_____

ATTEST:_____
City Clerk: Tamara Melton

(as to Lessor)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by Gene Brown, as Mayor of the City of Bradenton, a Florida municipal corporation, on behalf of the City of Bradenton, who ☐ is personally known to me or who ☐ produced _____ as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

_____
Notary Public

My Commission Expires:

_____
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

"LESSEE"

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By:_____
Name: Chad Choate, III
Title: Chairman

_____
Print Name:_____

ATTEST:_____
Jason Wysong, Superintendent

_____
Print Name:_____

(as to Lessee)

09/17/2024
09/17/2024
09/17/2024
09/19/2024

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by Chad Choate, III, as Chairman of The School Board of Manatee County, Florida, a public body corporate, on behalf of The School Board who ☐ is personally known to me, or who ☐ produced _____ as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

_____
Notary Public

My Commission Expires:

_____
Printed Name of Notary Public

EXHIBIT A

MAP SHOWING BOUNDARY AND TOPOGRAPHIC SURVEY FOR FAWLEY BRYANT ARCHITECTURE LOCATED IN MANATEE COUNTY, FLORIDA

SURVEYOR'S NOTES

1.) TRACT SHOWN HEREON IS DERIVED FROM ORIGINAL PARENT TRACT RECORDED BK 1275 PG. 1289.

2.) THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARY OF SAID PARCEL AND COLLECT ALL TOPOGRAPHIC FEATURES AT A SPECIFICALLY MARKED LOCATION WITHIN SAID BOUNDARY. ALL UNITS ARE IN SURVEY FEET. AERIAL PHOTOGRAPHY IS FOR INFORMATIONAL PURPOSES ONLY AND NOT PART OF THIS SURVEY.

3.) SURVEY DATA COLLECTED AND RESULTING CAD FILES WERE PERFORMED AND PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE OF THE STATE OF FLORIDA, AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PER SECTION 472.027, FLORIDA STATUES.

4.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

5.) COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OR THE VERIFIED DIGITAL SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

6.) THIS SURVEY WAS PERFORMED BY USING A TRIMBLE GPS ROVER OPERATING WITH CORRECTIONS FROM THE FDOT'S FPRN NETWORK, WITH REDUNDANT CHECKS THE EXPECTED ACCURACY IS +/- 0.1' HORIZONTAL AND +/- 0.2' VERTICAL.THE VERTICAL BENCHMARKS, SHOWN ARE DERIVED FROM FLORIDA DEPARTMENT OF TRANSPORTATION POINTS "DE52" & "EE52" UTILIZING A TRIMBLE DINI DIGITAL LEVEL. CLOSURE ON THE LEVEL LOOP IS +/- 0.05'.

7.) COORDINATES REFER TO STATE PLANE COORDINATES, FLORIDA WEST ZONE 0902 PER THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

8.) THIS PROPERTY IS SUBJECT TO ENCUMBRANCES, EASEMENTS, AND RESTRICTIONS, OF ANY OF RECORD

9.) INSTRUMENTS OF RECORD REFLECTING OWNERSHIP OR ENCUMBRANCES WERE PROVIDED BY A TITLE AGENCY AND ARE NOTED AS SO BELOW, NO EFFORT WAS MADE TO OBTAIN OR VALIDATE TITLE OTHER THAN BY THE CLIENT.

10.) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN, ANY UTILITIES SHOWN HEREON ARE BASED ONLY ON VISIBLE SURFACE EVIDENCE, UNLESS NOTED OTHERWISE.

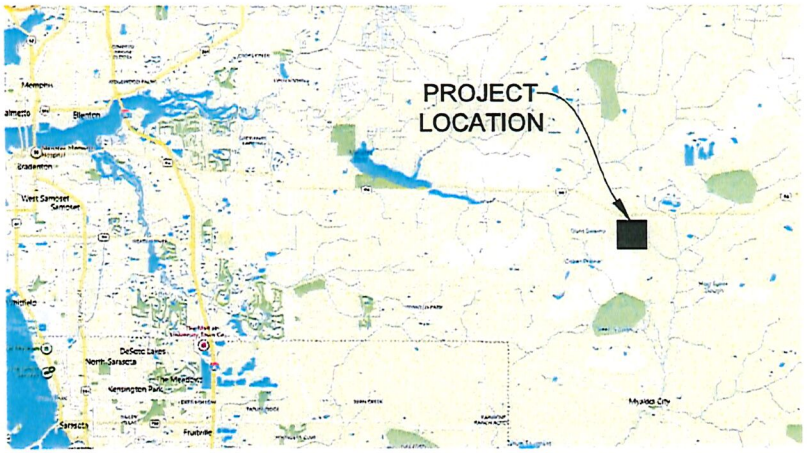
11.) REFERENCE DOCUMENTS USED IN THE COURSE OF THIS SURVEY HAVE BEEN NOTED HEREON

A. TRUSTEE'S DEED RECORDING NUMBER BK. 1238 PG. 1929
B. SPECIAL WARRANTY DEED RECORDING NUMBER BK. 1275 PG. 1289
C. WARRANTY DEED OF JOHN FALKNER LLC BK. 2303 PG. 3337
D. COPY OF UNRECORDED 10 ACRE SITE SURVEY FOR THE CITY OF BRADENTON
E. DRMP SURVEY PERFORMED ON 11/02/21 FOR A PROPOSED SITE ON SAME PROPERTY FOR ALTERNATE PROPOSED SITE. "NOT RECORDED"

12.) DATE OF LAST FIELD SURVEY: 01/24/23

Line Legend

- Slope Line (Field delineated)
- Unpaved drive or truck tracks
- Fence line
- Tree line
- 75.5 Contour line



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	BOLLARD/POST (AS NOTED)
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	LIGHT POLE
	SANITARY CLEAN OUT
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	WATER METER

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JOHN M. FLOYD
FLORIDA REGISTRATION NO: LS 7098
DIGITALLY SIGNED & SEALED IN ACCORDANCE WITH CHAPTER 472.025, FLORIDA STATUES

JOHN M. FLOYD License Number 7098 STATE OF FLORIDA Professional Surveyor and Mapper

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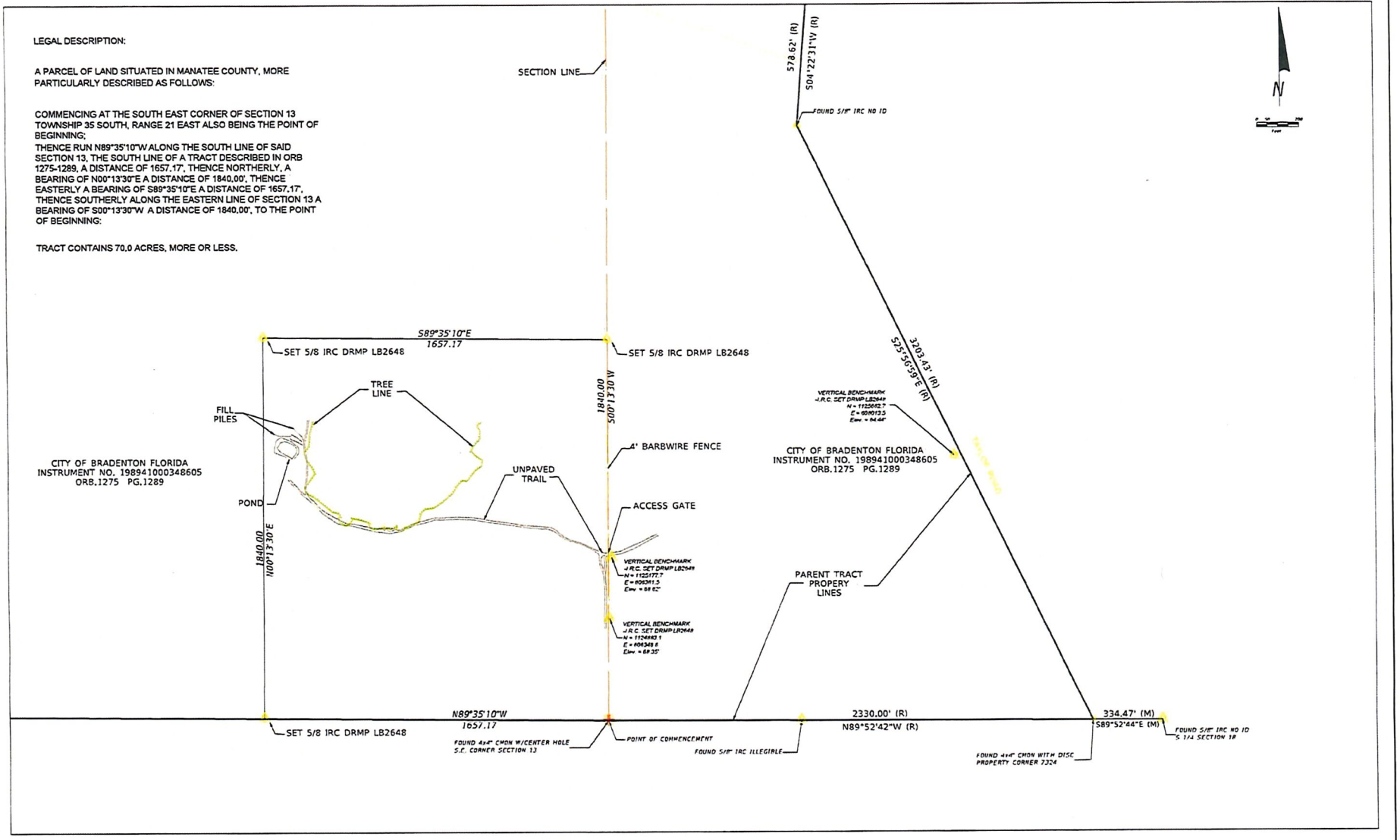
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8/30/22	CORRECTED BEARINGS OF NORTHERLY AND SOUTHERN BOUNDARIES	DAS	JMF				

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IF THIS BAR DOES NOT MEASURE 1" THIS COPY OF THIS DOCUMENT IS NOT TO SCALE

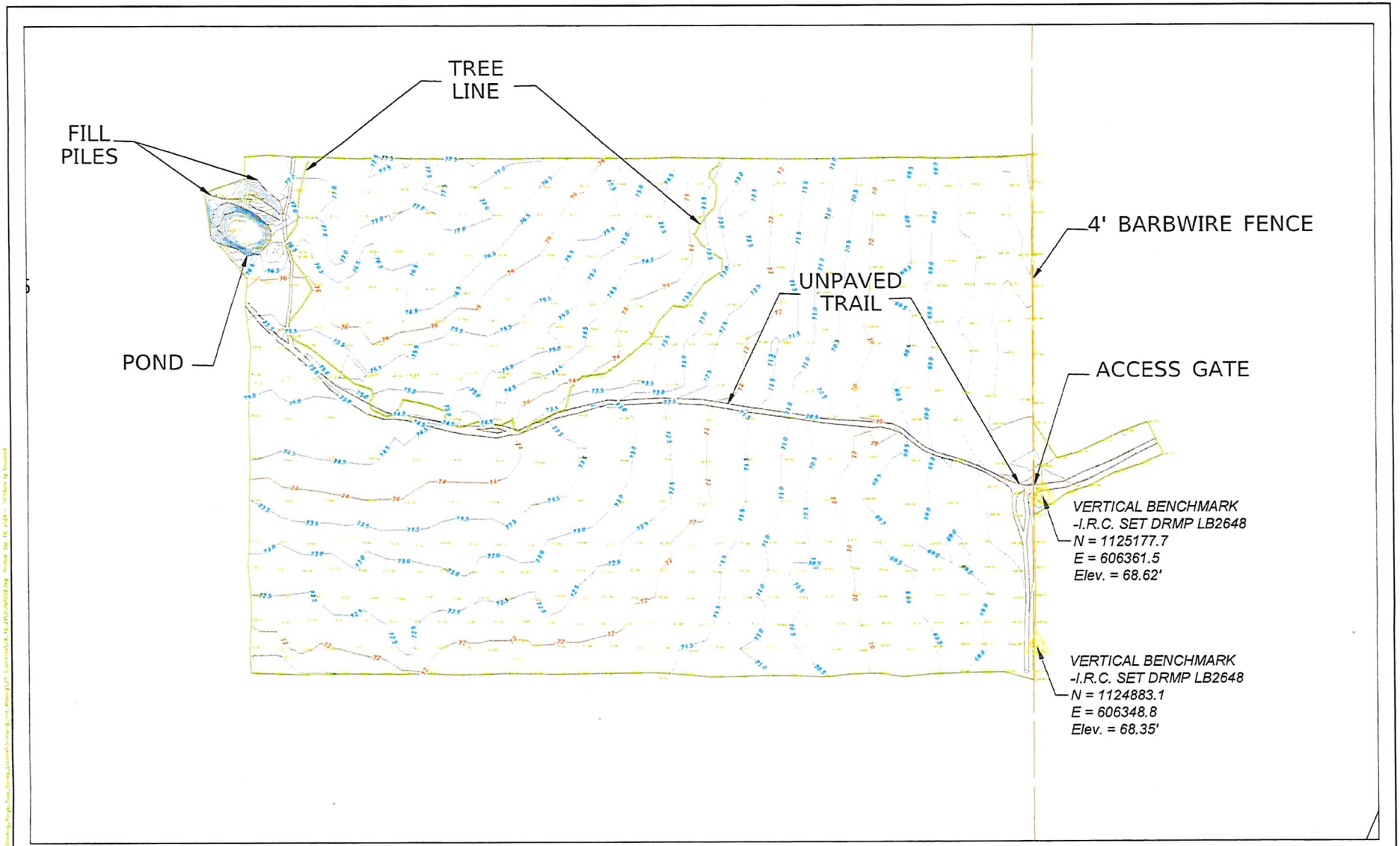
FIELD BY	DF & LH	11/24/2021
DRAWN BY	MAC	12/07/2021
CHECKED BY	JMF	12/07/2021
FIELD BOOK(S)	LH & DF 22	
PAGE(S)	47-53 & 38-39	
FILE: SURV2022.DWG		

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No 2648
6853 SW 18th St Suite 310 Boca Raton, FL 33433
Telephone (561) 451-8124

BOUNDARY SURVEY
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E

MANATEE COUNTY FLORIDA

PROJECT NO. 21-0740.000
DATE 02/07/2023
SCALE 1:200
SHEET 2 OF 3



DATE	REVISIONS	REVISED BY	CHECKED BY	DATE	REVISIONS	REVISED BY	CHECKED BY
06/04/21	CORRECTED BEARINGS OF NORTHERN AND SOUTHERN BOUNDARIES	RAB	JMF				

WARNING
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IF THIS BAR DOES NOT MEASURE 1" THIS COPY OF THIS DOCUMENT IS NOT TO SCALE

FIELD BY	DF & LH	01/24/2023
DRAWN BY	MAC	02/07/2023
CHECKED BY	JMF	02/07/2023
FIELD BOOK(S)	LH # DF 22	
PAGE(S)	47-53 ; 36-39	
FILE: SURVEY02.DWG		

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No 2648
(6853 SW 18th St Suite 310 Boca Raton, FL 33433
Telephone (561) 451-8124

TOPOGRAPHIC SURVEY
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E
MANATEE COUNTY FLORIDA

PROJECT NO.	21-0740.000
DATE	02/07/2023
SCALE	1:80
SHEET	3 OF 3

DESCRIPTION: ACCESS EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST FOR A POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1275, PAGE 1289, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°52'42"E, ALONG SAID SOUTHERLY LINE AND THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2330.00 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT-OF-WAY OF TAYLOR ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 1 THROUGH 20, SAID PUBLIC RECORDS; THENCE N25°56'59"W, ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 111.33 FEET; THENCE N89°52'42"W, PARALLEL WITH SAID SOUTH LINE OF SECTION 18 AND 100 FEET NORTHERLY THEREOF, A DISTANCE OF 2280.89 FEET TO THE INTERSECTION WITH THE WEST LINE OF AFORESAID SECTION 18; THENCE S00°13'30"W, ALONG SAID WEST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5.29 ACRES, MORE OR LESS.

SURVEYORS NOTES:

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH A BEARING OF S89°52'42"E FOR THE SOUTH LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

THIS SKETCH AND DESCRIPTION IS CERTIFIED TO THE SCHOOL BOARD OF MANATEE COUNTY.

SEPTEMBER 3, 2024
DATE OF CERTIFICATE

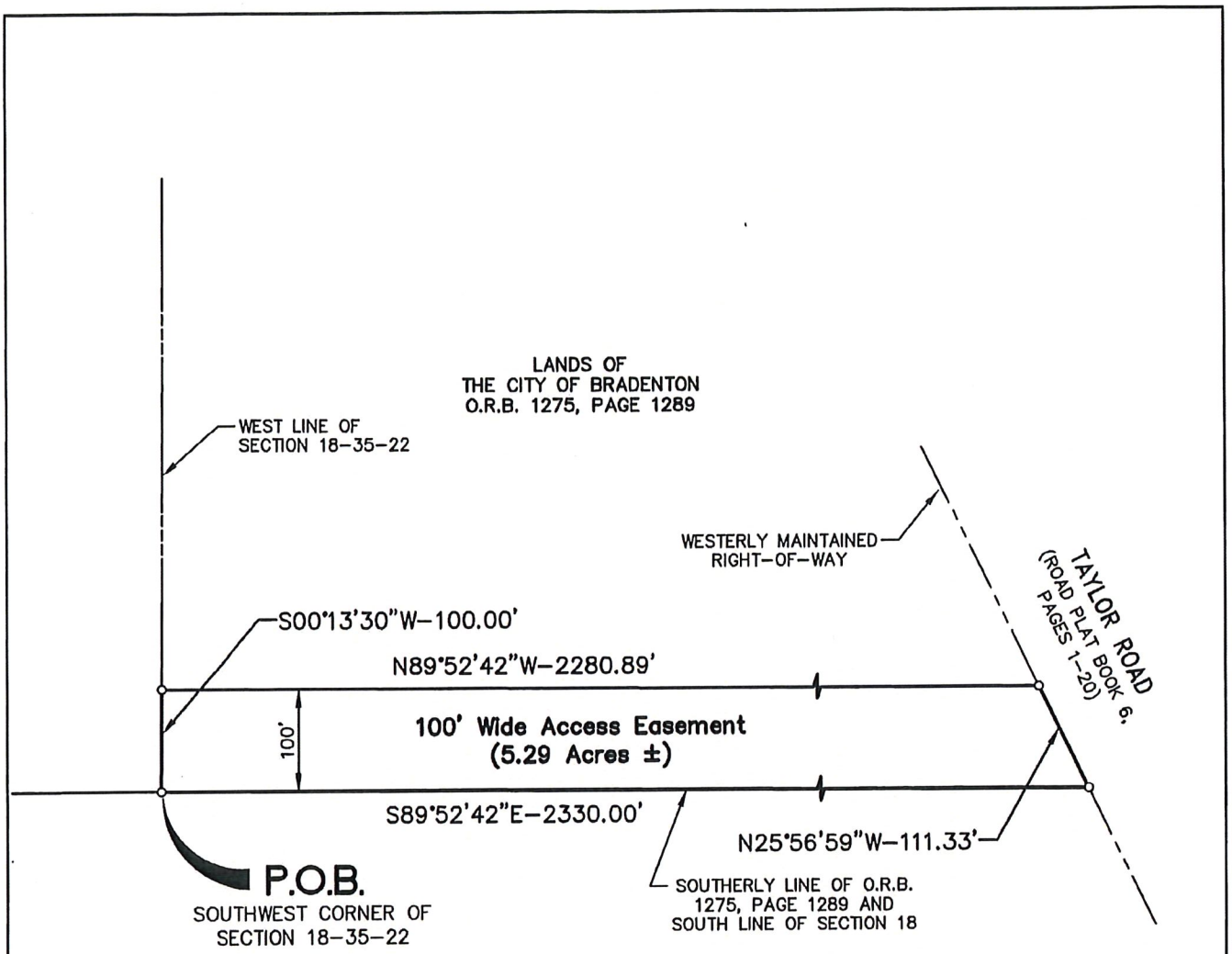
KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5116

REFER TO SHEET 2 OF 2 FOR SKETCH
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 8103.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: P3152400--

SHEET NUMBER 1 OF 2

GANNETT FLEMING | TRANSYSTEMS
503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561



NORTH

NOT TO SCALE

SKETCH OF DESCRIPTION

NOT A SURVEY

LEGEND	
P.O.B.	= POINT OF BEGINNING
O.R.B.	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

REFER TO SHEET 1 OF 2 FOR DESCRIPTION

JOB NUMBER: P3152400-- DRAWN BY: Kck SCALE: NONE SHEET NUMBER 2 OF 2

GANNETT FLEMING | TRANSYSTEMS

503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561

AGENDA ITEM NO. 11.11

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Artisan Lakes Elementary School and the Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Harvard Jolly, Inc, In the Amount of $5,379,650.00 (Capital Funds)

Executive Summary
Approval of the Artisan Lakes Elementary School and the Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Harvard Jolly, Inc., in the amount of $2,987,800.00 for Artisan Lakes Elementary School & $2,391,850.00 for Rye Ranch Elementary School (Capital Funds)

Artisan Lake Elementary & Rye Ranch Elementary Schools Project Summaries & Contract Summaries are attached for reference.

The Architect/Engineer Agreements are available for review at the Department of Construction Services.

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

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

Recommendation
The Superintendent recommends approval of the Artisan Lakes Elementary School and the Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Harvard Jolly, Inc., in the amount of $5,379,650.00 (Capital Funds)

Financial Impact
Financial Impact will include funds from the Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Rye Ranch Elementary Project Summary
Artisan Lakes Elementary Project Summary
Artisan Lakes Elementary School AE Contract Summary
Artisan Lakes Harvard Jolly Proposal
Rye Ranch Elementary School AE Contract Summary
Rye Ranch Hardvard Jolly Proposal

RYE RANCH ELEMENTARY SCHOOL

PROJECT DIRECTOR: TBD

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	TBD	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	TBD	Currently on the District's Continuing Contracts

PROJECT BUDGET: $75,000,000.00

HISTORY: New Construction

SCOPE: The scope of work consists of the design and construction of a new Elementary School protoype containing 969 student statins on a 18.28 acres site located in North Rye Road Manatee County

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER					
ITEM	**$$**	**Date**	**Board Action**	**Notes**	
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List	
Agreement:	$ 2,391,850.00	October 8, 2024	Pending	Architectural / Engineering Services	
Amendment 1:					
Amendment 2:					
TOTAL	$ 2,391,850.00				
CONSTRUCTION MANAGER					
ITEM	**$$**	**Date**	**Board Action**	**Notes**	
Auth to Neg:				Selected through the Request for Qualifications process	
Agreement:				Pre-Construction Services	
TOTAL	$ -				
BUILDING OFFICIAL					
ITEM	**$$**	**Date**	**Board Action**	**Notes**	
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List	
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services	
TOTAL	$ -				
OTHER BOARD WORK					
ITEM	**$$**	**Date**	**Board Action**	**Notes**	
Agreement:			N/A	Geotechnical Engineering Evaluation - Ardaman	
Agreement:			N/A	Construction Documentation - Multivista	
Agreement:			N/A	MEP Commissioning Services - SGM Engineers	
Agreement:				Public Safety - Bi-Directional Amplifier (BDA)	
TOTAL	$ -				

ARTISAN LAKES ELEMENTARY SCHOOL

PROJECT DIRECTOR: Michelle Begeue

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	TBD	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	TBD	Currently on the District's Continuing Contracts

PROJECT BUDGET: $75,000,000.00

HISTORY: New Construction

SCOPE: The scope of work consists of the design and construction of a new Elementary School protoype containing 969 student statins on a 22.8 acres site located in South Side of Buckeye Road Manatee County

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,987,800.00	October 8, 2024	Pending	Architectural / Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 2,987,800.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				Selected through the Request for Qualifications process
Agreement:				Pre-Construction Services
TOTAL	$ -			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:			N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:			N/A	Construction Documentation - Multivista
Agreement:			N/A	MEP Commissioning Services - SGM Engineers
Agreement:				Public Safety - Bi-Directional Amplifier (BDA)
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Artisan Lakes Elementary
South Side of Buckeye Road
Manatee County Florida

Total Project Budget:

Design Services	$ 2,987,800.00
Construction Services	$ 65,000,000.00
Owner Services	$ 5,602,111.00
FF&E Technology	$ 1,410,089.00
Total Project Budget	$ 75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	10/09/2024
Date of Substantial Completion	June 2026
Date of Final Completion	August 26, 2026

Architect/Engineer ("AE") Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
s.johnson@harvardjolly.com

Construction Manager ("CM") TBD

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ TBD @ GMP Approval
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ 0.00
TOTAL	$ 65,000,000.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 2,470,000.00
EHPA Allowance	$ 54,000.00
Food Service Design	$ 45,000.00
Green Globes registration	$ 1800.00
Total Engineering Services	$ 417,000.00
Total A/E Fee	$ 2,987,800.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: 430802

Exhibits

Exhibits "A" through "D" are attached for reference.

HARVARD • JOLLY | PBK

September 20, 2024

Reginald L. Goff, Sr.
Director
Construction Services Department
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, FL. 34208

Re: Proposal for Professional Architectural and Engineering Services
Artisan Lakes Elementary School

Mr. Goff,

Harvard Jolly Architecture is pleased to submit this proposal for architectural and engineering services for the new Artisan Lakes Elementary School. These services include architectural, civil, structural, MEP/FP, IT/AV design, landscape, and food service. A site map for the school location is attached for reference.

We understand that the goal of the District is to utilize the design of Bear Creek Elementary School (Collier County Schools) as a prototype reuse on the 22.8 acre North County site. Overall design goals include:

1. A two-story prototype design with brick veneer exterior, approximately 122,500 gross square feet.
2. School design should accommodate 900-982 student stations.
3. Administrative areas designed to single point of entry configuration.
4. Incorporation of new standards for 21st century learning and security which will include new classroom technology (confirm latest IT standards with District staff), security cameras and associated monitoring systems, card access at various access points, limited entrance and areas of high visibility for staff to monitor the campus.
5. Large MDF/IDF rooms for technology infrastructure which also include separate HVAC/DX units.
6. Low maintenance, durable interior surfaces are preferred (quarry tile in the kitchen for example).

Our design process consists of Program Verification, Phase I Schematic Design, Phase II Design Development, Phase III Construction Documents, Building Permitting, Bidding and Negotiation, Construction Administration, and Close Out Documents. We expect to provide a Commitment Letter at the conclusion of Phase I and Phase II Documents verifying our endorsement of the project scope, budget, time schedule, and quality as adequate and aligned with your District standards and our executed agreement for professional services.

Expected deliverables include Program Verification Summary, Estimate of Probable Construction Cost Verification (Phase I & Phase II), Phase I Schematic Design submittal, Phase II Design Development submittal, Phase III Construction Document submittal, FISH Plans, OEF 208A Forms, Design Calculations, Life Cycle Cost Analysis, District-selected Color Charts and Finish Schedules. The Project Schedule is anticipated to be as follows:

Design Schedule:

A/E Notice to Proceed		Sep	2024
PI, Schematic Design Documents	1 month	Oct	2024
PII, Design Development Documents & Early Site Permit Documents	2 months	Dec	2024
PIII, Construction Documents	2 months	Feb	2025
Site Construction Bidding Period & GMP Approval	1 month	Mar	2025
Vertical Construction Bidding Period & GMP Approval	1 month	Apr	2025

HARVARD • JOLLY | PBK

Construction Schedule:

Substantial Completion	14 months	Jun	2026
Occupancy of School	2 months	Aug	2026

Our fee for Professional Architectural and Engineering Services is based on adapting the prototype design of Bear Creek Elementary School (Collier County Schools), comprised of approximately 122,500 gross sq ft, supporting approximately 969 student stations, to SDMC standards and elementary education program. Specifically, we anticipate adjusting the design to accommodate your specific Administration, Food Services, Media, and Information Technology requirements. All other instructional and support spaces will be reviewed to ensure this school design supports your needs today and into the future.

Construction Budget: $65,000,000

Basic Design Services A/E Fee (2.75%)	x65%	$1,161,875
Basic Construction Services A/E Fee (5.75%)	x35%	$1,308,125
Total Basic Services:		**$2,470,000**

(Prototype fee savings to School District of Manatee County: $1,267,500)

Design Services			
PI	Schematic Design	10%	$ 247,000
PII	Design Development	20%	$ 494,000
PhIII	Construction Documents	35%	$ 864,500
Construction Services			
	Bidding & Permitting	5%	$ 123,500
	Construction Administration	25%	$ 617,500
	Final Acceptance	5%	$ 123,500
	Basic Services:		$2,470,000

Additional Services		
Program Changes		Included
Civil Design & Engineering (scope of services attached)		$ 417,000
EHPA Allowance		$ 54,000
Food Service Design		$ 45,000
Green Globes Registration Allowance		$ 1,800
	Additional Services:	$ 517,800
	Total A/E Fee:	**$2,987,800**

We sincerely appreciate this opportunity to be of service to the School District of Manatee County. Please do not hesitate to contact me if you have any questions.

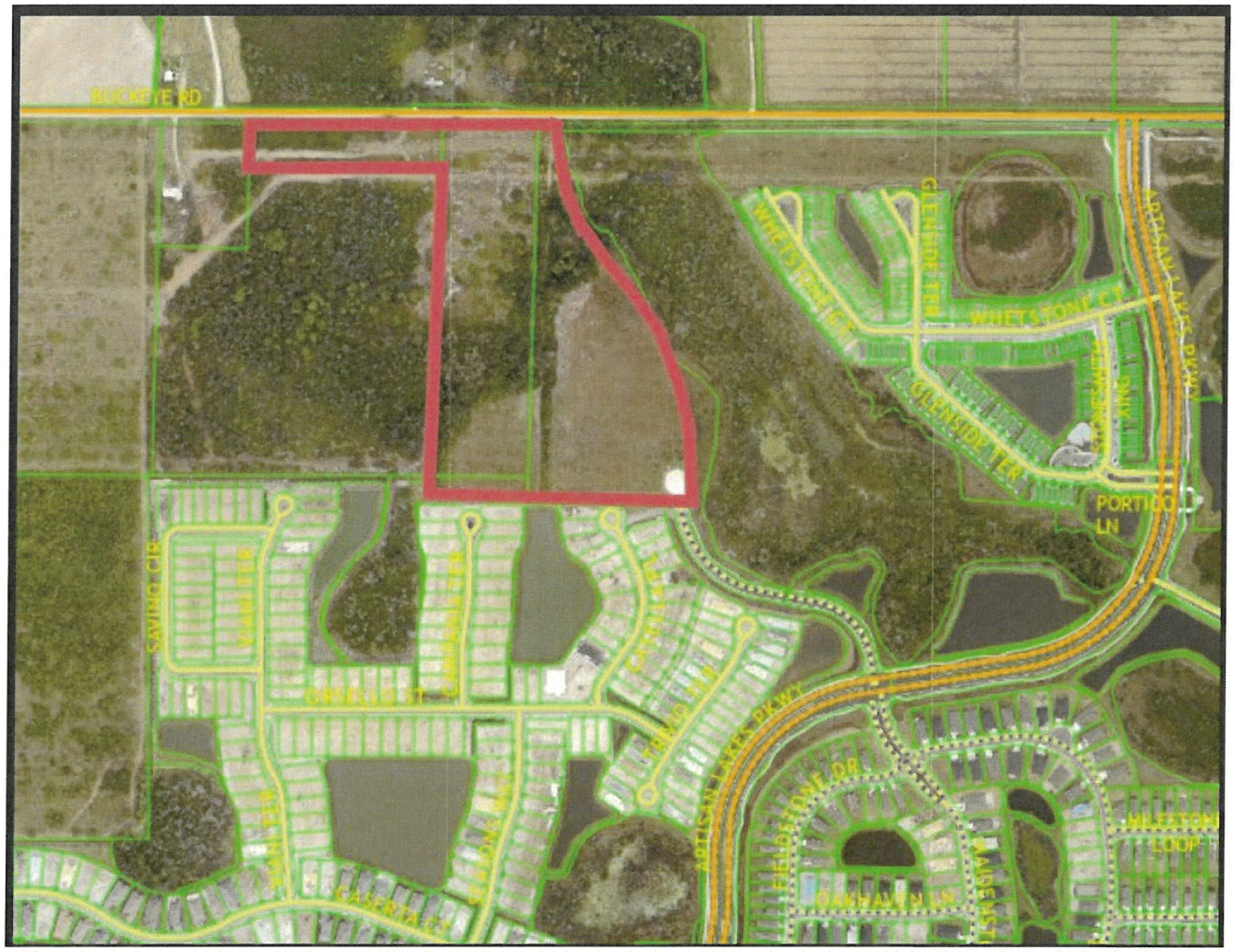
Sincerely,

Stephen L. Johnson, AIA, ALEP
Managing Senior Principal

Cc: Frank Sepcic (HJPBK)
Attachment: Civil Engineering Scope of Services

HARVARD • JOLLY | PBK

ATTACHMENT – Artisan Lakes Site Map



Artisan Lakes ES site is located on the south side of Buckeye Road approximately 2,100 feet west of Artisan Lakes Parkway (Manatee County Parcel ID 604500089, 604400059, 603600008, 603711059).

Stantec

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective September 19, 2024 (the "Agreement Date") by and between:

"Client"

Name:	Harvard Jolly, Inc.		
Address:	2714 Dr ML Ling Jr Street N		
Phone:	727-896-4611		
Representative:	Steve Johnson, AIA, ALEP, NCARB, Managing Senior Principal	Email:	S.Johnson@harvardjolly.com

"Stantec"

Name:	Stantec Consulting Services Inc. (SCSI)		
Address:	6920 Professional Parkway, Sarasota FL 34240		
Phone:	941-907-6900		
Representative:	D. Scott McKenna, PE, Principal	Email:	scott.mckenna@stantec.com

Project Name (the "Project"):

Artisan Lakes Elementary School

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties in incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the

Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or $500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole

and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

Harvard Jolly, Inc.		**Stantec Consulting Services Inc. (SCSI)**	
	Steve Johnson, AIA, ALEP, NCARB Managing Senior Principal Print Name and Title		D. Scott McKenna, PE Principal, Senior Project Manager Print Name and Title
Signature		Signature	
Date		Date	
	Print Name and Title		Kristopher A. Wilhoit, PE Vice President Print Name and Title
Signature		Signature	
Date		Date	

Stantec

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Harvard Jolly, Inc.

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc. (SCSI)

(Hereinafter called "Stantec")

EFFECTIVE: September 19, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

SCOPE OF SERVICES

Task 210 – Supplemental Topographic Data

Stantec will provide miscellaneous surveying services as required to meet the engineering needs of the project. Elevation data will be referenced to the North American Vertical Datum (NAVD) of 1988. All topographic data will be collected in full compliance with the "Minimum Technical Standards for Surveying in the State of Florida," as outlined in Section 5J-17.05 of the Florida Administrative Code and Chapter 472 of the Florida Statutes, as well as in accordance with the requirements set by Manatee County, Florida.

Upon completion, the topographic survey data collected will be provided to the engineering team for design purposes only. Please note that a signed and sealed survey drawing is not included in this scope.

Task 220 – Project Initiation / Coordination / Conceptual Layout

Stantec will attend design meetings with Architect, School Board Staff, and the design team to discuss project design, project schedule, program, and scope. Stantec will work with the design team on developing the concept plan for review and approval by the client.

Stantec will schedule and attend a pre-application meeting with the Southwest Florida Water Management District (SWFWMD). Stantec will schedule and if needed, attend a pre-design meeting with the Manatee County Utility Department.

Task 230 – Schematic Design / Design Development / Construction Documents

Schematic Design

Stantec will prepare preliminary plans (schematic design plans) based on the approved concept plan and based on discussions with the design team. The building footprint(s) will be provided by the Architect. The preliminary plans will include the following:

- Scaled CAD site plan/ coordinate geometry plan.
- Preliminary grading, paving, and drainage plan.
- Preliminary stormwater management plan.
- Preliminary site details.

Stantec will attend a meeting or meetings with Client, design team and construction manager to discuss the preliminary plan review comments and the preliminary cost estimates prepared by the construction manager.

Design Development

Stantec will prepare one set of Design Development Plans and Details (60% Plans) based upon the Schematic Design plans and any review comments by Client and/or the design team. These Design Development Plans will include grading, drainage, stormwater management details,

storm piping, potable water, fire line (based on design information provided by the fire protection engineer), sanitary sewer, parking areas, building setbacks, and the proposed building location. Coordinate with the Client design team on any additional information needed for submittal.

Stantec will coordinate with the Client and MEP consultant for the utility service connection locations including roof drains, potable water, wastewater, solid waste, and the pedestrian circulation facilities. Yard piping of the fire protection system will be shown on the plans for coordination purposes. Stantec's construction plans are not intended to be used to secure the fire line permit. Stantec will rely on the Client for information on the building, service connection locations and the site piping of the fire system.

The Design Development Plans and Details (60% Plans) submittal shall include the following:

- Scaled CAD site plan/ coordinate geometry plan.
- Grading, paving, and drainage plans.
- Stormwater management plans and calculations.
- Site/ facilities details.

Construction Documents

Stantec will prepare one set of Final Site Plans / Construction Drawings and Details based upon the Design Development plans and any review comments by Client and/or the design team. These Construction Drawings will include final grading, drainage, stormwater management details, storm piping, potable water, fire lines (based on design information provided by the fire protection engineer), sanitary sewer, parking areas, building setbacks, demolition plan, and the proposed building locations. Coordinate with the Client and design team on any additional information needed for submittal.

Task includes stormwater design / modelling for the site including the proposed onsite stormwater ponds and for the piping / rerouting of the existing stormwater flow through the existing wetland / ditch through the site.

Stantec will coordinate with the Architect and MEP consultant for the utility service connection locations including roof drains, potable water, wastewater, solid waste, and the pedestrian circulation facilities. Yard piping of the fire protection system will be shown on the plans for coordination purposes. Stantec's construction plans are not intended to be used to secure the fire line permit. Stantec will rely on the Client for information on the building, service connection locations and the site piping of the fire system.

The Construction Drawings Plans and Details submittal shall include the following:

- Scaled CAD site plan/ coordinate geometry plan.
- Final grading, paving, and drainage plans.
- Stormwater management plans and calculations.
- Site utilities and existing utilities relocates.
- Site/ facilities details.
- Draft Permit submittal packages prepared under Task 240.

Task 240 – Permitting

Stantec will prepare and submit to the Southwest Florida Water Management District (SWFWMD) a Statewide Environmental Resource Permit (SWERP) Individual Permit including drawings and calculations for the proposed site improvements.

Stantec include an Environmental Report prepared under Task 610 for submittal to SWFWMD addressing the environmental requirements of the permit applications.

Stantec will prepare and submit an application and associated attachments to Manatee County Utility Department including the prepared Utility Construction Plans. The Florida Department of Environmental Protection (FDEP) permits applications for water and wastewater system extensions will also be submitted under this task.

Stantec will respond to requests for additional information as necessary during the review and provide Manatee County Utilities, SWFWMD, and/or FDEP with additional information, as required.

Task 310 – Landscape and Irrigation (Code Minimum Plans)

Stantec will prepare Code Minimum Landscape Plans consistent with the desired design direction of Manatee County School Board staff which may include perimeter buffers, entry areas, building foundation and parking lot plantings. These Landscape Plans will be utilized in the Determination of Consistency/ School Site Plan application to Manatee County. Upon receipt and satisfactory resolution to any Manatee County comments, Stantec will prepare Final Landscape and Irrigation Plans for use in bidding and constructing the project by the School Board's selected Construction Manager.

It is expected that the informal play fields to be included in the project will not be irrigated.

The irrigation source is expected to be a connection a pressurized reclaimed water main adjacent to the site.

Task 320 – Landscape and Irrigation Construction Phase Services

Stantec will perform site observation visits by the Landscape Architect as appropriate to the stage of construction and assist with the bidding process as requested. This task also includes providing responses and clarification of field requests for information, reviewing landscape shop drawings and submittals, preparing a list of items to be corrected prior to certification, and preparing the necessary landscape certification documentation to Manatee County School Board as required.

Task 410– School Site Plan Application Preparation

Prepare a School Site Plan (SSP) Application and supporting materials in accordance with the Manatee County Land Development Code (LDC), Manatee County Comprehensive Plan, and Chapter 1013, Florida Statutes.

The supporting materials that Stantec will prepare include the following:

- An analysis of the requirements found in Exhibit C, School Site Plan Standards, as provided in the Interlocal Agreement, and LDC Section 350 – Public School Determinations of Consistency.

Task 420 – School Site Plan Application Processing and Public Hearings

Prior to formal submittal, Stantec will send the application to Manatee County Development Services staff for a preliminary review/ sit down completeness review.

Upon confirmation that all applicable criteria are addressed in the application, Stantec will submit electronically to Manatee County the plans and applications prepared under the above tasks.

Stantec will respond to two rounds of DRC comments and provide the County with supplementary information to adequately address comments and concerns. This includes attendance at one DRC meeting to respond to staff comments.

These services include review and comment on the Staff Report. These services also include review of public notice materials, as prepared by County staff. Stantec staff will prepare the required public notice mailing to surrounding property owners and post public notice signs on the property boundary.

Stantec will attend one Board of County Commissioners (BOCC) public hearing to represent the Client. This scope anticipates a presentation with a PowerPoint presentation. At a minimum, the Project Manager/ Engineer of Record and Planner will attend the hearings.

Should additional meetings, public hearings or meeting/ hearing exhibits become necessary (or desired), those services will be performed under a Miscellaneous Services task on a Time/ Material basis.

Task 430 -Meetings/ Coordination

Close coordination between the Client and Stantec will be critical for successful execution of the project.

Stantec will prepare for and attend meetings to coordinate with the Client, other technical consultants on the team and members of County staff. Task assumes that these meetings will be attended virtually, unless an in-person meeting is required.

Throughout the process, attend meetings with the Client, their technical consultants, and applicable staff to discuss the project, as deemed necessary, to obtain concurrence.

Task 440 – Neighborhood Workshop

Coordinate with Client and consultant team to set the date and ensure attendance at one neighborhood meeting. Obtain mailing labels from Manatee County Property Appraiser's labels in accordance with the requirements of the Land Development Code; determine if the workshop is to be in-person or virtual; if in-person, secure a location; and prepare necessary mailed notices for the public neighborhood meeting.

The costs of a meeting room will be the responsibility of the Client.

Coordinate with Client regarding exhibits for the meeting. Conduct the neighborhood meeting. Prepare a summary with questions or concerns raised by attendees, and responses

Task 510 - Traffic Engineering Services

Stantec will work with the project team to establish a site access and circulation plan that will meet the needs of the school and County requirements. The results of this task will instruct the site plan access and circulation, and the assumptions for the operational analysis in Task 530.

- **Transportation Methodology Statement**

  Stantec will prepare a transportation methodology statement that will stipulate the proposed procedures and assumptions to be utilized in the traffic analysis. A teleconference will be setup with Manatee County in support of the methodology statement. Following the teleconference, Stantec will revise the methodology statement (if necessary) to reflect agreements reached in the methodology meeting and resubmit to the County.

- **Transportation Operational Analysis**

  Stantec will prepare the analysis in accordance with the approved methodology and meets the requirements of Manatee County. Trip generation estimates will be based on the Institute of Transportation Engineers (ITE), Trip Generation – 11th Edition (2021). Trip assignment estimate of project traffic will utilize existing traffic patterns, the FDOT District One Regional Planning Model (D1RPM), information from Mantee County Schools regarding service area, and/or engineering judgment from past experience within the project area. This task includes:

- Preparation of an operational analysis for submittal to the County which includes analysis of access locations, including the need for traffic control devices and turn lanes during the AM peak-hour dismissal period and PM peak-hour dismissal period of the school.

- An analysis of the Buckeye Road & Artisan Lakes Parkway and Maidenstone Way & Artisan Lakes Parkway intersections during the AM peak-hour dismissal period and PM peak-hour dismissal period of the school.

Stantec will prepare a report outlining findings and recommendations. A draft of this report will be provided to the Client for review prior to submittal, if desired.

- **Transportation Concurrency Analysis**

  Stantec will prepare the analysis in accordance with the approved methodology and meets the requirements of Manatee County. Trip generation estimates will be based on the Institute of Transportation Engineers (ITE), Trip Generation – 11th Edition (2021). Trip assignment estimate of project traffic will utilize existing traffic patterns, the FDOT District One Regional Planning Model (D1RPM), information from Mantee County Schools regarding service area, and/or engineering judgment from past experience within the project area. This task includes:

- Preparation of a transportation impact analysis for submittal to the County which includes analysis of the project traffic impacts to the study network which is all roadway

segments in which project traffic exceeds 5% of the maximum service volume and intersections at the end points of significantly impacted segments during the PM peak-hour of adjacent street traffic.

- A detailed PM peak hour capacity analysis for the roadway segments and intersections within the study area will be performed using Manatee County's Generalized LOS Tables, the Highway Capacity Software (HCS), or Synchro. General recommendations for needed roadway and operational improvements (if any) will be developed for the external roadway network affected by the development.
- The following intersections and adjacent roadway segments are anticipated to be included in as part of the analysis. If additional intersections are required to be analyzed, a change order will be sent to the Client for their approval to conduct the additional work.
    - Buckeye Road & Bud Rhoden Road
    - Buckeye Road & Artisan Lakes Parkway
    - Moccasin Wallow Road & Artisan Lakes Parkway
- **Response to Comments**

  Upon submittal of the documents to Manatee County, further documentation or clarification of the analyses to complete their review may be required. Stantec will meet with the County, if necessary, to discuss the comments and provide the appropriate supporting documentation. This task includes responding to two rounds of comments/requests for clarifications from Manatee County.

Task 560 - Subconsultant Data Collection

Stantec will engage a subconsultant to collect AM peak-hour dismissal period, PM peak-hour dismissal, and PM peak-hour of adjacent street traffic volumes at the intersections listed above in Task 530 and Task 540.

Task 610 – Environmental Services - County, SWFWMD, and USACE Permitting

Limits of wetlands and other surface waters within the project boundary were previously delineated by Stantec staff as part of an Ecological Analysis report provided to the Client on August 23, 2024 and the locations of flagging set in the field were picked up by the Client's survey contractor. These delineations of jurisdictional aquatic resources will be used for initial submittal to the regulatory agencies as outlined below.

Stantec Environmental staff will prepare a narrative report to be submitted to Manatee County in accordance with Sections 705 and 706 of the LDC.

Stantec will prepare and submit Section C of the SWERP application. This will include UMAM functional analysis of proposed wetland impacts and the preparation of a wetland mitigation plan to offset the functional loss of proposed impacts. It is anticipated that mitigation for proposed wetland impacts will be provided through vegetative enhancement of the unimpacted remaining central wetland system. This Task also includes one site visit with SWFWMD staff to review the wetland delineation and UMAM calculations of functional loss, as well as responses to up to two Requests for Additional Information.

Stantec will prepare and submit a Section 404 application to the US Army Corps of Engineers (USACE) for proposed impacts to the central wetland system that is directly connected to Curiosity Creek. This Task includes one site visit with USACE staff to review the wetland delineation and UMAM calculations of functional loss, as well as up to two responses to Requests for Additional Information.

Task 620 – Gopher Tortoise Relocation

Potentially occupied gopher tortoise (Gopherus polyphemus) burrows have been identified within the subject parcel and footprint of the proposed school site and as such must be relocated per Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines.

Within 90 days of the anticipated commencement of construction activities, including land clearing or site preparation, Stantec will survey 100% of the project limits and 25-foot buffer to confirm the distribution and abundance of gopher tortoise burrows.

Stantec will use the results of the 100% survey to prepare and submit to the FWC an application for the capture and relocation of all on-site gopher tortoises to an off-site recipient area. As part the application preparation, Stantec will identify an off-site recipient area for relocated gopher tortoises and determine the terms of acceptance and any fees required by the recipient site owner to accept the relocated tortoises.

Stantec will attend one on-site field review with a representative of the FWC to confirm the survey results contributing to the permit application.

Following receipt of the relocation permit from the FWC, Stantec will work with a skilled operator and backhoe to capture all gopher tortoises on-site and transfer them to the approved recipient area. It is anticipated that all potentially occupied burrows can be excavated within three days.

Any potentially occupied gopher tortoise burrows identified within the right-of-way along Buckeye Road will need to be subject to bucket trapping due to the potential for below ground utilities that may prohibit excavation. Stantec will install bucket traps per specifications outlined in FWC's Gopher Tortoise Permitting Guidelines and buckets will be checked two times daily for up to 28 days. All tortoises captured via bucket trapping will be transferred to the approved recipient site.

Stantec will submit an after-action report detailing the capture/relocation actions as conditioned in the permit and prepare and submit to the FWC and recipient site a request for any applicable reimbursement of application or recipient site fees/deposits.

Task 710 – Construction Administration and Project Closeout

The services under this section are to be related to the construction improvements listed under the previous sections hereof.

- Attend one Pre-Construction meeting with Client, contractor(s), County staff, and utility companies.
- Attend a Manatee County Utility Pre-Construction meeting (if needed).
- Attend bi-weekly construction meetings, as needed.
- Conduct periodic site visits at intervals appropriate to the various stages of construction to observe the contractor's progress and to observe if the contractor is constructing the improvements in general conformance with the plans and specifications prepared by Stantec.
- Review shop drawings for conformance with Stantec design concepts as set forth by Stantec construction plans.
- Stantec will be in attendance to observe required utility testing.
- Final walk-through of site work and review of performance testing.
- Review and approval of Construction Manager closeout documents related to the civil.

Stantec will prepare and submit certificates and substantial completion for one phase of construction for the following site improvements:

- Surface Water Management System (SWFWMD certification).
- Stormwater Discharge from Construction Activities (FDEP NOI certification).
- Utilities (Manatee County Utility Department and FDEP Water and Wastewater Permits).

Prepare and provide client with closeout record documents.

EXCLUSIONS FROM STANTEC SCOPE AND FEES:

- Permit fees.
- Phase 1 or Phase 2 Environmental Site Assessment for the presence of contamination.
- Signage design and permitting.
- Site lighting or photometrics (included in MEP scope).

- Record drawings or construction stakeout (will be done by site contractor's surveyor).
- Offsite utility design or analysis. Assumes water and sanitary sewer will be stubbed out to the site with sufficient capacity to serve the project.

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: Upon receipt of executed Professional Services Agreement.

Estimated Completion Date: To be determined by client.

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Task	Service	Fee Type	Fee Amount
210	Supplemental Topographic Data	T/M*	(est.) $ 10,000
220	Project Initiation / Coordination / Conceptual Layout	Fixed Fee	$ 25,000
230	SD / DD / CD	Fixed Fee	$ 90,000
240	Permitting	Fixed Fee	$ 30,000
310	Landscape and Irrigation (Code Minimum Plans)	Fixed Fee	$ 25,000
320	Landscape and Irrigation Construction Phase Services	Fixed Fee	$ 15,000
410	Prepare SSP Modification Application	Fixed	$ 12,500
420	SSP App Processing/ Public Hearings	T/M*	(est.) $ 10,000
430	Meetings/ Coordination	T/M*	(est.) $ 5,000
440	Neighborhood Workshop (if necessary)	T/M*	$ 8,000
510	Traffic Engineering Services	Fixed Fee	$ 16,200
520	Subconsultant Data Collection	T/M *	(est.) $ 2,000
610	Environmental Services	Fixed Fee	$ 33,000
620	Gopher Tortoise Relocation	T/M *	(est.) $ 35,300
710	Construction Administration and Closeout	Fixed Fee	$ 50,000
Total			**$ 367,000**
810	Off-Site Improvements (allowance)	Fixed Fee	$ 50,000
Total (w/ allowances)			**$ 417,000**

* Time and Material (T/M) estimates are based upon past experience, but the actual fee may be more or less due to factors outside of STANTEC's control.

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

[Click and insert additional items. If none, type 'No additional conditions' or similar wording.]

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Stantec

SCHEDULE OF FEES

Effective January 1, 2024

Staff Level	Rate
Level 3	$ 117.00
Level 4	$ 128.00
Level 5	$ 146.00
Level 6	$ 150.00
Level 7	$ 160.00
Level 8	$ 170.00
Level 9	$ 176.00
Level 10	$ 182.00
Level 11	$ 198.00
Level 12	$ 208.00
Level 13	$ 219.00
Level 14	$ 230.00
Level 15	$ 244.00
Level 16	$ 269.00
Level 17	$ 278.00
Level 18	$ 284.00
Level 19	$ 295.00
Level 20	$ 306.00
Level 21	$ 324.00
1 Person Field Crew	$ 145.00
2 Person Field Crew	$ 200.00
3 Person Field Crew	$ 255.00
4 Person Field Crew	$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Rye Ranch Elementary
North Rye Road
Manatee County Florida

Total Project Budget:

Design Services	$ 2,391,850.00
Construction Services	$ 65,000,000.00
Owner Services	$ 6,198,061.00
FF&E Technology	$ 1,410,089.00
Total Project Budget	$ 75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	10/09/2024
Date of Substantial Completion	June 2026
Date of Final Completion	August 26, 2026

Architect/Engineer ("AE") Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
s.johnson@harvardjolly.com

Construction Manager ("CM") TBD

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ TBD @ GMP Approval
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ 0.00
TOTAL	$ 65,000,000.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 1,625,000.00
Site Adaptation	$ 324,500.00
Interior Design	$ 78,250.00
EHPA Allowance	$ 32,000.00
Food Service Design	$ 45,000.00
Green Globes registration	$ 1,800.00
Total Engineering Services	$ 285,300.00
Total A/E Fee	$ 2,391,850.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: 430802

Exhibits

Exhibits "A" through "D" are attached for reference.

HARVARD • JOLLY | PBK

September 23, 2024

Reginald L. Goff, Sr.
Director
Construction Services Department
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, FL. 34208

Re: Proposal for Professional Architectural and Engineering Services
Rye Ranch Elementary School

Mr. Goff,

Harvard Jolly Architecture is pleased to submit this proposal for architectural and engineering services for the new Rye Ranch Elementary School. These services include architectural, civil, structural, MEP/FP, IT/AV design, landscape, and food service. A site map for the school location is attached for reference.

We understand that the goal of the District is to utilize the design of Bear Creek Elementary School (Collier County Schools) as a prototype reuse on the 18.28 acre North County site. Overall design goals include:

1. A two-story prototype design with brick veneer exterior, approximately 122,500 gross square feet.
2. School design should accommodate 900-982 student stations.
3. Administrative areas designed to single point of entry configuration.
4. Incorporation of new standards for 21st century learning and security which will include new classroom technology (confirm latest IT standards with District staff), security cameras and associated monitoring systems, card access at various access points, limited entrance and areas of high visibility for staff to monitor the campus.
5. Large MDF/IDF rooms for technology infrastructure which also include separate HVAC/DX units.
6. Low maintenance, durable interior surfaces are preferred (quarry tile in the kitchen for example).

Our design process consists of Program Verification, Phase I Schematic Design, Phase II Design Development, Phase III Construction Documents, Building Permitting, Bidding and Negotiation, Construction Administration,. and Close Out Documents. We expect to provide a Commitment Letter at the conclusion of Phase I and Phase II Documents verifying our endorsement of the project scope, budget, time schedule, and quality as adequate and aligned with your District standards and our executed agreement for professional services.

Expected deliverables include Program Verification Summary, Estimate of Probable Construction Cost Verification (Phase I & Phase II), Phase I Schematic Design submittal, Phase II Design Development submittal, Phase III Construction Document submittal, FISH Plans, OEF 208A Forms, Design Calculations, Life Cycle Cost Analysis, District-selected Color Charts and Finish Schedules. The Project Schedule is anticipated to be as follows:

Design Schedule:

A/E Notice to Proceed		Sep	2024
PI, Schematic Design Documents	1 month	Oct	2024
PII, Design Development Documents & Early Site Permit Documents	2 months	Dec	2024
PIII, Construction Documents	2 months	Feb	2025
Site Construction Bidding Period & GMP Approval	1 month	Mar	2025
Vertical Construction Bidding Period & GMP Approval	1 month	Apr	2025

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Construction Schedule:

Substantial Completion	14 months	Jun	2026
Occupancy of School	2 months	Aug	2026

Our fee for Professional Architectural and Engineering Services is based on adapting the prototype design of Bear Creek Elementary School (Collier County Schools), comprised of approximately 122,500 gross sq ft, supporting approximately 969 student stations, to SDMC standards and elementary education program. Specifically, we anticipate adjusting the design to accommodate your specific Administration, Food Services, Media, and Information Technology requirements. All other instructional and support spaces will be reviewed to ensure this school design supports your needs today and into the future.

Construction Budget: $65,000,000

Basic Design Services A/E Management Fee (0.75%)	x65%	$ 316,875
Basic Construction Services A/E Fee (5.75%)	x35%	$1,308,125
Total Basic Services:		**$1,625,000**

(Prototype fee savings to School District of Manatee County: $2,112,500)

Design Services			
PI	Schematic Design	10%	$ 162,500
PII	Design Development	20%	$ 325,000
PhIII	Construction Documents	35%	$ 568,750
Construction Services			
	Bidding & Permitting	5%	$ 81,250
	Construction Administration	25%	$ 406,250
	Final Acceptance	5%	$ 81,250
	Basic Services:		$1,625,000
Additional Services			
	Site Adaptation		$ 324,500
	Interior Design		$ 78,250
	Program Changes		Included
	Civil Design & Engineering (scope of services attached)		$ 285,300 ✓
	EHPA Allowance		$ 32,000 ✓
	Food Service Design		$ 45,000 ✓
	Green Globes Registration Allowance		$ 1,800 ✓
	Additional Services:		$ 766,850
	Total A/E Fee:		**$2,391,850**

We sincerely appreciate this opportunity to be of service to the School District of Manatee County. Please do not hesitate to contact me if you have any questions.

Sincerely,

Stephen L Johnson, AIA, ALEP
Managing Senior Principal

Cc: Frank Sepcic (HJPBK)
Attachment: Civil Engineering Scope of Services

HARVARD • JOLLY | PBK

ATTACHMENT – Rye Ranch Site Map



Rye Ranch ES site is located within Rye Ranch and approximately 1.1 miles southeast of the intersection of North Rye Road and Rutland Road.

AGENDA ITEM NO. 11.12

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Countywide Bleacher Inspections with Summary Deficiency Rankings Manatee County School District - Agreement Between Owner and Rimkus Consulting Group, Inc. in the total amount of $62,476.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Rimkus Consulting Group, Inc., which will provide a condition assessment and structural survey as required by the National Fire Protection Association (NFPA) 102 for interior and exterior bleachers and grandstands. A life cycle ranking is also included in the scope of work.

Historical expenditures are as follows:
Fiscal Year 2021-2022: $25,050.00
Fiscal Year 2020-2021: $35,046.93
Fiscal Year 2019-2020: $43,220.00

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

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

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

Recommendation
The Superintendent recommends the Approval of Countywide Bleacher Inspections with Summary Deficiency Rankings Manatee County School District - Agreement Between Owner and Rimkus Consulting Group, Inc. in the total amount of $62,476.00 (Capital Funds).

Financial Impact
The fee for bleacher inspection services is $62,476.00 and is included in the Maintenance, Operations, and Central Distribution Warehouse Department proposed budget for 2024-2025. (Capital Funds)

Contact
Summitting Department: Maintenance Operations & Central Distribution Warehouse
Initiated by: Todd Henson

Attachments:
Rimkus-Delta Contract Interior Bleachers Agreement
Rimkus-Delta Contract-Exterior Bleachers Agreement

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF MAINTENANCE & OPERATIONS
1 Matzke Way, Building 8 Bradenton, Florida 34208
Tel (941) 708-8800 x44102 Fax (941) 708-8499

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the School District of Manatee County, hereinafter "Owner" and **Rimkus Consulting Group, Inc., d/b/a Delta Engineering & Inspection**., 10405 Technology Terrace, Lakewood Ranch, FL 34211, hereinafter "Consultant". Consultant is prequalified by the Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

WITNESSETH, that the Owner and the Consultant in consideration of the mutual covenants contained herein agree as follow:

1. The Work: Consultant shall perform and render all services as prescribed in the Consultant's Proposal and required by the Scope of Work as defined below, for:

   CONTRACT#:M024002

   PROJECT NAME: Countywide Bleacher Inspections with Summary Deficiency Rankings

   LOCATION: Manatee County School District — Bayshore HS, Braden River HS, Lakewood Ranch HS, Manatee HS, Palmetto HS, Southeast HS, Parrish HS, Buffalo Creek MS, Braden River MS Haile MS, Harllee MS Johnson MS, King MS Lee MS, Lincoln MS Nolan MS, Sugg MS, Jain MS, Horizon Academy, PSC

   SCOPE OF WORK: REFERENCE EXHIBIT A

2. Contract Term: The term of this Agreement shall commence on 07/08/2024, or Date of Notice to Proceed (NTP), and will terminate upon completion of agreed upon services and acceptance and final payment by the Owner. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. Compensation: Owner has authorized an amount not to exceed $37,646.00 which shall constitute the maximum amount due under this Agreement to the Consultant for services rendered.
4. Payment Terms: The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the contract number prominently displayed in order to receive payment. Payments will be made only to the Consultant contracted with for this Agreement.
5. Standard of Care: Consultant shall be responsible to Owner for the acts and omission of the Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to the Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by the Consultant, or are otherwise wrongful or unlawful. All Work shall be completed in accordance with any applicable State, County, or City codes, ordinances or amendments that may be in existence.
6. Safety & Security: Consultant agrees, for both itself, and all of its Sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at the owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.
7. Prohibition Against Contingent Fees: By signing this Agreement, the Consultant warrants that he 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 he 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.

8. **Truth-In-Negotiation:** By signing this Agreement, the Consultant 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.

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").

10. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The project is substantially complete.

    b. The issuance of a certificate of occupancy for the Project.

    c. The owner takes possession of the Project.

    d. All required closeout documentation is completed.

11. **Termination for Cause:** Owner reserves the right to terminate this Agreement 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. Owner shall promptly notify the Consultant in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to consultant or recoveries by the Owner under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

    Termination for Convenience: Termination of this contract in whole or in part may be made when Owner 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 Owner. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

12. **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 Owner 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.

13. **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."

14. Anti-Discrimination:

a.The Consultant 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 Consultant 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. Consultant 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. Consultant 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.

15. **Minority, Small, and Women Owned Business:** Owner encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Consultant agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities.

16. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as 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.

17. **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 individual party will bear the costs of such dispute.

18. **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.govlemp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

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

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

that are greater than that represented by the degree or percentage of negligence or fault attributable to the Consultant, its agents, representatives, subcontractors, or suppliers

CONTRACTOR E-VERIFY NUMBER: _____

19. PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT AND THE SERVICES PROVIDED. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

20. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF CONSULTANT, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, CONTRACTORS, SUBCONTRACTORS, SUBSIDIARIES, AND AFFILIATES, FOR ANY CONDUCT OR SERVICES RELATED TO OR ARISING UNDER THE AGREEMENT, WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY OWNER AND SHALL NOT EXCEED ONE MILLION DOLLARS ($1,000,000). SUCH AMOUNT SHALL BE THE SOLE, COMPLETE AND EXCLUSIVE REMEDY OF OWNER. IN NO EVENT SHALL CONSULTANT, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, CONTRACTORS, SUBSIDIARIES, OR AFFILIATES BE LIABLE FOR ANY OTHER DAMAGES, EXPENSES, OR COSTS, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LOSS OF USE, LOSS OF PROFIT, LOSS OF INVESTMENT DAMAGES, COSTS OF SUIT, OR ATTORNEYS' FEES.

21. Insurance: Consultant shall furnish the Owner, within ten (10) days after the date of this Agreement, proof of:

a. Unless otherwise agreed to in writing between Owner and Consultant, the Consultant shall provide a professional liability policy with coverage for the acts and omissions, including any negligent act, error, mistakes, or omission in rendering or failing to render professional services described in this Agreement, in the amount of $1,000,000.00 with an Aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $25,000.00.

b. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

c. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.

d. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise there from. Policy aggregates must equal at least two (2) times the occurrence limit. Requirements may be met in combination with excess or umbrella coverage.

e. 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.

f. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

22. Compliance with Jessica Lunsford Act: Owner and the State of Florida, requires all Consultants 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 Owner 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 Owner for any claims made against the Owner 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,

23. Sovereign Immunity: The parties acknowledge and agree that the School District 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.

24. 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: 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 shall be in writing via certified mail.

26. Authority to Execute: The individual executing this Agreement on behalf of the Consultant is duly and fully authorized to execute this Agreement on behalf of the Consultant and to bind the Consultant to each and every condition and covenant of the Contract Documents.

SIGNATURES:

Signature:_____ Date_____

Type or Print Name:_____ Title:_____

Business/Company Name:_____ Phone:_____

Address:_____ Fax:_____

City, State, Zip:_____ Email:_____

OWNER: SCHOOL DISTRICT OF MANATEE COUNTY

_____ _____

Deputy Superintendent (Projects Under $25,000.00) Date

_____ _____

Superintendent (Projects under $50,000.00) Date

_____ _____

Board Chair (Projects Over $50,000.00) Date

EXHIBIT A

A. PROJECT DESCRIPTION

The scope of work includes, but is not limited to: Condition assessment, structural survey, and life cycle ranking. Interior Bleacher Inspections

The Owner's Project Construction Budget: N/A

The Project Contract Time: The term of this Agreement shall commence on 07/15/2024, or Date of Notice to Proceed (NTP), and will terminate upon completion of agreed upon services and acceptance and final payment by the Owner. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

B. COSULTANT'S PROPOSAL 07/12/24 attached

C. PROJECT SUB-CONSULTANTS : N/A

D. All Work shall be completed in accordance with any applicable State, County, or City codes, ordinances or amendments that may be in existence.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF MAINTENANCE & OPERATIONS
1 Matzke Way, Building 8 Bradenton, Florida 34208
Tel (941) 708-8800 x44102 Fax (941) 708-8499

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the School District of Manatee County, hereinafter "Owner" and **Rimkus Consulting Group, Inc., d/b/a Delta Engineering & Inspection**., 10405 Technology Terrace, Lakewood Ranch, FL 34211, hereinafter "Consultant". Consultant is prequalified by the Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

WITNESSETH, that the Owner and the Consultant in consideration of the mutual covenants contained herein agree as follow:

1. The Work: Consultant shall perform and render all services as prescribed in the Consultant's Proposal and required by the Scope of Work as defined below, for:

   CONTRACT#:M025003

   PROJECT NAME: Countywide Bleacher Inspections with Summary Deficiency Rankings

   LOCATION: Manatee County School District — Bayshore HS, Braden River HS, Lakewood Ranch HS, Manatee HS, Palmetto HS, Southeast HS, Parrish HS, Johnson MS, Lee MS, Rowlett El.

   SCOPE OF WORK: REFERENCE EXHIBIT A

2. Contract Term: The term of this Agreement shall commence on 07/15/2024, or Date of Notice to Proceed (NTP), and will terminate upon completion of agreed upon services and acceptance and final payment by the Owner. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. Compensation: Owner has authorized an amount not to exceed $24,830.00 which shall constitute the maximum amount due under this Agreement to the Consultant for services rendered.
4. Payment Terms: The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the contract number prominently displayed in order to receive payment. Payments will be made only to the Consultant contracted with for this Agreement.
5. Standard of Care: Consultant shall be responsible to Owner for the acts and omission of the Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to the Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by the Consultant, or are otherwise wrongful or unlawful. All Work shall be completed in accordance with any applicable State, County, or City codes, ordinances or amendments that may be in existence.
6. Safety & Security: Consultant agrees, for both itself, and all of its Sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at the owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.
7. Prohibition Against Contingent Fees: By signing this Agreement, the Consultant warrants that he 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 he 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.

8. **Truth-In-Negotiation:** By signing this Agreement, the Consultant 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.

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").

10. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The project is substantially complete.

    b. The issuance of a certificate of occupancy for the Project.

    c. The owner takes possession of the Project.

    d. All required closeout documentation is completed.

11. **Termination for Cause:** Owner reserves the right to terminate this Agreement 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. Owner shall promptly notify the Consultant in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to consultant or recoveries by the Owner under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

    Termination for Convenience: Termination of this contract in whole or in part may be made when Owner 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 Owner. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

12. **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 Owner 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.

13. **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."

14. Anti-Discrimination:

a.The Consultant 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 Consultant 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. Consultant 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. Consultant 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.

15. **Minority, Small, and Women Owned Business:** Owner encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Consultant agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities.

16. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as 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.

17. **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 individual party will bear the costs of such dispute.

18. **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.govlemp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

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

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

that are greater than that represented by the degree or percentage of negligence or fault attributable to the Consultant, its agents, representatives, subcontractors, or suppliers

CONTRACTOR E-VERIFY NUMBER: _____

19. PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT AND THE SERVICES PROVIDED. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

20. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF CONSULTANT, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, CONTRACTORS, SUBCONTRACTORS, SUBSIDIARIES, AND AFFILIATES, FOR ANY CONDUCT OR SERVICES RELATED TO OR ARISING UNDER THE AGREEMENT, WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY OWNER AND SHALL NOT EXCEED ONE MILLION DOLLARS ($1,000,000). SUCH AMOUNT SHALL BE THE SOLE, COMPLETE AND EXCLUSIVE REMEDY OF OWNER. IN NO EVENT SHALL CONSULTANT, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, CONTRACTORS, SUBSIDIARIES, OR AFFILIATES BE LIABLE FOR ANY OTHER DAMAGES, EXPENSES, OR COSTS, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LOSS OF USE, LOSS OF PROFIT, LOSS OF INVESTMENT DAMAGES, COSTS OF SUIT, OR ATTORNEYS' FEES.

21. Insurance: Consultant shall furnish the Owner, within ten (10) days after the date of this Agreement, proof of:

a. Unless otherwise agreed to in writing between Owner and Consultant, the Consultant shall provide a professional liability policy with coverage for the acts and omissions, including any negligent act, error, mistakes, or omission in rendering or failing to render professional services described in this Agreement, in the amount of $1,000,000.00 with an Aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $25,000.00.

b. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

c. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.

d. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise there from. Policy aggregates must equal at least two (2) times the occurrence limit. Requirements may be met in combination with excess or umbrella coverage.

e. 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.

f. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles

22. Compliance with Jessica Lunsford Act: Owner and the State of Florida, requires all Consultants 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 Owner 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 Owner for any claims made against the Owner 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,

23. Sovereign Immunity: The parties acknowledge and agree that the School District 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.

24. 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: 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 shall be in writing via certified mail.

26. Authority to Execute: The individual executing this Agreement on behalf of the Consultant is duly and fully authorized to execute this Agreement on behalf of the Consultant and to bind the Consultant to each and every condition and covenant of the Contract Documents.

SIGNATURES:

Signature:_____ Date_____

Type or Print Name:_____ Title:_____

Business/Company Name:_____ Phone:_____

Address:_____ Fax:_____

City, State, Zip:_____ Email:_____

OWNER: SCHOOL DISTRICT OF MANATEE COUNTY

_____ _____
Deputy Superintendent (Projects Under $25,000.00) Date

_____ _____
Superintendent (Projects under $50,000.00) Date

_____ _____
Board Chair (Projects Over $50,000.00) Date

EXHIBIT A

A. PROJECT DESCRIPTION

The scope of work includes, but is not limited to: Condition assessment, structural survey, and life cycle ranking. Exterior Bleacher Inspections

The Owner's Project Construction Budget: N/A

The Project Contract Time: The term of this Agreement shall commence on 07/15/2024, or Date of Notice to Proceed (NTP), and will terminate upon completion of agreed upon services and acceptance and final payment by the Owner. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

B. COSULTANT'S PROPOSAL 07/15/24 attached

C. PROJECT SUB-CONSULTANTS : N/A

D. All Work shall be completed in accordance with any applicable State, County, or City codes, ordinances or amendments that may be in existence.

AGENDA ITEM NO. 11.13

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Media Center Renovations - Change Order 6 Final - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Decrease in the Amount of $103,517.10 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 6 Final to the Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, which will decrease the Construction Manager's contract. Change Order 6 Final reconciles the contract and deducts the unexpended Funds to close out the project. .

Kinnan Elementary, Lincoln Middle, Moody Elementary, Palmetto Elementary & Stewart Elementary - 2024 Media Center Renovations Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Media Center Renovations - Change Order 6 Final - Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, decrease in the amount of $103,517.10 (Capital Funds)

Financial Impact
The amount of Change Order 6 Final is a decrease of $103,517.10. The revised Guaranteed Maximum Price is $770,281.05 and is included in the total project budget of $2,268,256.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
2024 Media Centers Project Summary
2024 Media Centers CO6

2024 Media Centers

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Bwas.Design, PLLC	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Bureau Veritas North America, Inc	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$ 2,268,256.00	(12/04/2024) 2023/2024 Project Budget (5 year capital)
	$ 1,045,000.00	(2/06/2023) 2022/2023 Project Budget (5 year capital)

SUBSTANTIAL COMPLETION:	July 2024	Amendment 1 GMP (04/09/2024)
	7/25/2024	Substantial Completion (09/24/2024)
	7/25/2024	Final Change Order 6 (10/08/2024

HISTORY: Kinnan Elementary School - Construction in 2000; currently has 659 student stations.

Lincoln Memorial Middle School - In 1999 all buildings except the Administration and Media Center were new construction; the Administration and Media Buildings were remodeled; currently there are 1,107 student stations

Moody Elementary School - Constructed in 1976; in 1998 the facility received a retrofit for technology; in 2003, 2004 and 2005 various renovations were completed at the school; the school currently has 747 student stations

Palmetto Elementary School - Constructed in 2010; currently 878 student stations

Stewart Elementary School - Stewart Elementary School was renovated in 2005; currently has 540 student stations.

Media Centers Renovations - Phase I was completed in 2023 at Anna Maria Elementary, Ballard Elementary, Bayshore Elementary, Rogers Garden-Bullock Elementary and Williams Elementary.

SCOPE: 2024 Media Centers Renovations - The project consists of the renovation of Media Centers located at Kinnan Elementary, Lincoln Memorial Middle, Moody Elementary, Palmetto Elementary and Stewart Elementary. The intent of the renovations includes, but is not limited to: upgrade of interior finishes, configuration of furniture and lighting upgrades.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 101,250.00	March 19, 2024	Approved	Architectural/Engineering Services
TOTAL	$ 101,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Amendment 1	$ 873,798.15	April 9, 2024	Approved	Gauranteed Maximum Price
Substantial Completion	$ -	September 24, 2024	Approved	Substantial Completion
Change Order 6	$ (103,517.10)	October 8, 2024	Pending	Final Change Order
TOTAL	$ 770,281.05			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 13,900.00	March 19, 2024	N/A	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 13,900.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: SDMC-2024 Media Center
CON321

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: (6) Six

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: MSCB-3951520150

CONTRACT FOR: General Construction

CONTRACT DATE:

You are directed to make the following changes in this Contract:

Existing Unforseen Conditions Fund amount	$	(24,210.39)
Returning Balance of Unused Funds	$	(79,306.71)

Total of Summary ($103,517.10)

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.....	$	873,798.15
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The (Contract Sum)(~~Guaranteed Maximum Price~~) prior to the Change Order was.....	$	873,798.15
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)**(decreased)**(unchanged) by this Change Order.....		-$103,517.10
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	$	770,281.05
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.....		

Bwas Design	McIntyre, Elwell & Strammer GC, Inc.	School Board of Manatee County
Architectural Firm	General Contractor	Owner
1201 6th Avenue West	1645 Barber Road	1 Matzke Way
Bradenton, FL 34205	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 09/23/2024	Mark. T. Freeman Date: September 9, 2024	Date:

Michelle Begue (Sep 24, 2024 11:05 EDT)

Regina Gore (Sep 24, 2024 11:44 EDT)

AGENDA ITEM NO. 11.14

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Lakewood Ranch High School Roof Replacement - Substantial Completion (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent, or his designee, to execute the Substantial Completion for Lakewood Ranch High School. Substantial Completion has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of July 30, 2024.

Substantial Completion is defined as the facility that has been sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certificates require Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Lakewood Ranch High School Project Summary is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Lakewood Ranch High School Roof Replacement - Substantial Completion (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Lakewood Ranch High School - Roof Replacement Project Summary Sheet
Lakewood Ranch High School - Roof Replacement Substantial Completion

Lakewood Ranch High School Roof Replacement

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Hepner Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Ajax Building Company	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		Currently on the District's continuing contracts list

PROJECT BUDGET: $ 3,500,000.00 Original Project Budget (07/27/22)

HISTORY: Lakewood Ranch High School is located at 5500 Lakewood Ranch Boulevard on 105 acres and was originally built in 1998. The student capacity is 1955 and houses grades nine thru twelve. An addition to Building 7 for the wrestling program, renovations to building 6, expansion of the parking lot, band practice field, an outdoor covered eating area, and additional portables have been completed in the past. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021. In 2021 the construction began on the new two-story classroom building consisting of twenty(20) classrooms, and two (2) physicalscience labs.

SCOPE: The scope of work includes, but is not inluced to, the replacement of existing roof membranes and flashings on buildings (#1, #2A, #3, #4, #5, #6, #7A #7B, #7C, #9, #10 and #12) on the Lakewood Ranch High School campus to meet all winds and code requirements applicable for the location of the school. Existing roof membranes have exceeded their useful life and rquire replacement

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 25, 2022	Approved	
Amendment 1:	$122,422.00	April 11, 2023	Approved	CON0175 -Campus Wide Reroof - Additional Design and Construction Administration Fees
Phase I Plans				
Letter of Commitment				
Phase II Plans				
Letter of Commitment				
Phase III Plans				
TOTAL	$122,422.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	
Agreement:	$ 3,237,068.00	January 16, 2024	Approved	Guaranteed Maximum Price
Substantial Completion		October 8, 2024	Pending	Substantial Completion
TOTAL				

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Agreement:	27,000.00	N/A	N/A	Plan Review, Permitting & Inspections - Universal Engineering Sciences
Agreement:				
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement				
	$0			
	$0			
TOTAL				

SUBSTANTIAL COMPLETION

Project: Lakewood Ranch H.S. Re-roofing.
Location: Address from AE Contract

Project Number: 3951531210

Contract Date: 1/17/24

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Hepner Architects, Inc.
601 S Boulevard, Suite 100
Tampa FL, 33606

CM: Ajax Building Company
1096 Commerce Boulevard
Oldsmar, FL 34677

Date of Issuance: 7/30/24

Project or Designated Portion shall include:

Re-roofing of the existing campus

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:

7/30/2024

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

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.

Hepner Architects, Inc. — ARCHITECTURAL FIRM | BY | 8.1.24 — 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.

Ajax Building Company — CONTRACTOR | BY | 9/5/24 — DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 07/30/2024 (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.

David Wildes (Sep 12, 2024 15:18 EDT)
09/12/2024

Reginald Good (Sep 12, 2024 17:47 EDT)
09/12/2024

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: School District of Manatee County (☑ School District ☐ Florida College)

Lakewood Ranch High School (☑ School Name ☐ Campus)

Roof Replacement — Description of Project

EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: _____

☐ Superintendent ☐ President ☐ Designee

Intended Occupancy Date: Aug. 5, 2024

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

N/A		N/A
High Performance Green Building Standard Used [S. 255.2575(2), F.S.]		Rating Achieved
John Kilpatrick	0016305	02.28.25
Name (Type or Print)	License #	Expiration Date

Signature: _____

☒ Architect ☐ Engineer

Building Official:

Gregory Yantorno	BU1214	11/30/2025
Name (Type or Print)	License #	Expiration Date

Signature: Digitally signed by Gregory Yantorno
DN: cn=Gregory Yantorno, o=Universal Engineering Sciences, ou, email=gyantorno@teamues.com, c=US
Date: 2024.09.24 08:48:37 -04'00'

Contractor:

Ajax Building Company, LLC (Appling Wells)	CGC1520391	08-31-2024
Name (Type or Print)	License #	Expiration Date

Threshold Inspector (if applicable):

N/A		
Name (Type or Print)	License #	Expiration Date

Project Information

As-built lowest floor elevation (for new construction) _____

Code/Edition FBC2023 Occupancy Type(s) n/a Construction Type(s) n/a Occupant Load n/a

Automatic Sprinkler System Required ___Y __x_N District/Florida College Permit Number R01082024

Special Permit Stipulations _____

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-1
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC

4. **Specific Area of Building for this Certificate:** Building #1

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno

8. **Code edition under which permit was issued:** 2023 FBC-B

9. **Use & Occupancy, in accordance with Chapter 3:** Educational

10. **Type of Construction, defined in Chapter 6:** n/a

11. **Occupant Load:** n/a

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

n/a

13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044261

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-1	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: **Pass**

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-2
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC

4. **Specific Area of Building for this Certificate:** Building #2

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno

8. **Code edition under which permit was issued:** 2023 FBC-B

9. **Use & Occupancy, in accordance with Chapter 3:** Educational

10. **Type of Construction, defined in Chapter 6:** n/a

11. **Occupant Load:** n/a

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

n/a

13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044262

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-2	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: **Pass**

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-3
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC

4. **Specific Area of Building for this Certificate:** Building #3

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno

8. **Code edition under which permit was issued:** 2023 FBC-B

9. **Use & Occupancy, in accordance with Chapter 3:** Educational

10. **Type of Construction, defined in Chapter 6:** n/a

11. **Occupant Load:** n/a

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

n/a

13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044263

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-3	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: Pass

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-4
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC
4. **Specific Area of Building for this Certificate:** Building #4
5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing
6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a
7. **Building Official:** Gregory Yantorno
8. **Code edition under which permit was issued:** 2023 FBC-B
9. **Use & Occupancy, in accordance with Chapter 3:** Educational
10. **Type of Construction, defined in Chapter 6:** n/a
11. **Occupant Load:** n/a
12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:** n/a
13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

UES

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044264

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-4	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: **Pass**

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-5
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC
4. **Specific Area of Building for this Certificate:** Building #5
5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing
6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a
7. **Building Official:** Gregory Yantorno
8. **Code edition under which permit was issued:** 2023 FBC-B
9. **Use & Occupancy, in accordance with Chapter 3:** Educational
10. **Type of Construction, defined in Chapter 6:** n/a
11. **Occupant Load:** n/a
12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:** n/a
13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044265

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-5	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: **Pass**

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-6
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC
4. **Specific Area of Building for this Certificate:** Building #6
5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing
6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a
7. **Building Official:** Gregory Yantorno
8. **Code edition under which permit was issued:** 2023 FBC-B
9. **Use & Occupancy, in accordance with Chapter 3:** Educational
10. **Type of Construction, defined in Chapter 6:** n/a
11. **Occupant Load:** n/a
12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:** n/a
13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

UES

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044266

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-6	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: Pass

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-7
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC

4. **Specific Area of Building for this Certificate:** Building #7

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno

8. **Code edition under which permit was issued:** 2023 FBC-B

9. **Use & Occupancy, in accordance with Chapter 3:** Educational

10. **Type of Construction, defined in Chapter 6:** n/a

11. **Occupant Load:** n/a

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

n/a

13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044267

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-7	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: **Pass**

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-9
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC
4. **Specific Area of Building for this Certificate:** Building #9
5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing
6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a
7. **Building Official:** Gregory Yantorno
8. **Code edition under which permit was issued:** 2023 FBC-B
9. **Use & Occupancy, in accordance with Chapter 3:** Educational
10. **Type of Construction, defined in Chapter 6:** n/a
11. **Occupant Load:** n/a
12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:** n/a
13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

UES

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044268

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-9	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: Pass

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-10
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC

4. **Specific Area of Building for this Certificate:** Building #10

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno

8. **Code edition under which permit was issued:** 2023 FBC-B

9. **Use & Occupancy, in accordance with Chapter 3:** Educational

10. **Type of Construction, defined in Chapter 6:** n/a

11. **Occupant Load:** n/a

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

n/a

13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

UES

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6044269

Project No:	1115.2400231.0000-1115-0002	**Date:**	08/30/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-10	**Contact:**	Rigby Carter
Inspection Type:	BUILDING		813-539-4062 813-539-4062
Sub Type:	CODE 198 Roof Final Inspection		Rigby.Carter@ajaxbuilding.com

Result: Pass

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Guy McCauley , BN6216



Certificate of Completion

Date: 9/11/2024

1. **BUILDING PERMIT NO:** R01082024-12
2. **ADDRESS:** 5500 Lakewood Ranch Blvd
3. **Owner/Owner Agent:** SDMC
4. **Specific Area of Building for this Certificate:** Building #12
5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** Re-roofing
6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a
7. **Building Official:** Gregory Yantorno
8. **Code edition under which permit was issued:** 2023 FBC-B
9. **Use & Occupancy, in accordance with Chapter 3:** Educational
10. **Type of Construction, defined in Chapter 6:** n/a
11. **Occupant Load:** n/a
12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:** n/a
13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

UES

1748 Independence Blvd Suite B-1, Sarasota, FL 34234 - P: 941.358.7410 - F: 941.358.7353

Work Order No. 6045449

Project No:	1115.2400231.0000-1115-0002	**Date:**	09/10/2024 10:00 AM
Project Name:	LWR HS Roof Replacement	**Permitting Authority:**	School District of Manatee County, FL
Address:	LWR HS Roof Replacement, 5500 Lakewood Ranch Blvd, Bradenton, FL 34211		
Permit Type:	School	**Client:**	School District of Manatee County
Permit No:	R01082024-12	**Contact:**	Rigby Carter
Inspection Type:	ROOFING		813-539-4062 813-539-4062
Sub Type:	CODE 000 Roof In Progress Inspection		Rigby.Carter@ajaxbuilding.com

Result: **Pass**

I hereby affirm that to the best of my knowledge and belief, the above listed inspection was performed as indicated and the work was reviewed for compliance with the approved plans, and all pertinent sections of the Florida Building Code.

Duly Authorized Representative:

Mitchell M. Whitehall , BN8770

Signature:

Email: [2] Cox3L@manateeschools.net,choatew2@manateeschools.net

AGENDA ITEM NO. 11.15

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of North County Middle School - Permanent Utility Easement 30' (No Financial Impact)

Executive Summary
North County Middle School is being constructed at 11620 North River Ranch Trail, Parrish. Peace River Electric Cooperative is the electric service provider in this area, and they require an easement for providing electric service for this school site.

This 30' wide utility easement is being provided to the benefit of Peace River Electric Cooperative for North County Middle School. This easement will allow Peace River Electric Cooperative to access the site to install and maintain power lines at their convenience. The only improvement proposed in the area of the easement is a driveway.

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

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

Recommendation
The Superintendent recommends approval of North County Middle School – permanent utility easement 30' (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
North Co. MS-Permanent Utility Easement

Prepared by: MGAINOUS

Return to: PEACE RIVER ELECTRIC COOP
14505 ARBOR GREEN TRL
LAKEWOOD RANCH FL 34202
REV 7/6/2022

THIS SPACE LEFT BLANK FOR RECORDING
DO NOT WRITE IN THIS SPACE

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ADDENDUM TO RIGHT-OF-WAY EASEMENT

THIS ADDENDUM TO EASEMENT AGREEMENT (the "**Agreement**") is made as of _____, 2024 by and between PEACE RIVER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation (**"Cooperative"**), and THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate (the "**School Board**").

The parties further agree as follows:

1. Nothing herein shall be construed to prevent the School Board from the full use and enjoyment of the Easement parcel. Cooperative shall not permit or allow any other parties the use of the easement without the prior written approval of the School Board.

2. Indemnification. Cooperative for itself and on behalf of its respective tenants, licensees, customers, agents, invitees and employees (collectively, the "Indemnitor") hereby agrees to indemnify and to hold School Board harmless from and against any and all claims, demands, losses, damages, costs, suits, liabilities, expenses and attorneys' fees (through and including all appellate levels and post-judgment proceedings) with respect to bodily injury (including death), property damage or nuisance arising out of or connected with the Cooperative's use, occupancy and enjoyment of the easement rights granted under this Agreement.

3. Default. In the event of any breach of this Agreement by either party hereto, the non-breaching party shall be entitled to all remedies at law and at equity, and no remedy conferred by this Agreement is intended to be exclusive.

4. Cooperative shall restore and repair any damage done to the easement area caused by Cooperative, its agents, employees to equal or better condition at its sole expense.

5. Term; Binding Effect. The easement granted in this Agreement shall run with title to the School Board's property in full force and effect in perpetuity unless terminated or amended by the respective parties hereto. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege and restriction made, granted or assumed as the case may be by any party to this Agreement is made by such party not only personally for the benefit of the other party, but also as the Owner of a Parcel, and, accordingly, shall constitute agreements, covenants, promises, undertakings, conditions, easements, rights, privileges and restrictions running with the title to the Property and to any successor Owner of the Property, and shall inure to the benefit of the invitees, licensees, mortgagees, customers, guests and tenants of the Property.

6. Nothing herein shall be deemed to create any easement for parking over or upon the easement area. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels.

7. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (ii) one (1) business day after having been deposited with an expedited, overnight courier service (such as, by way of example, but not limitation, by U.S. Express Mail, FedEx, or similar overnight delivery service), addressed to the party at the mailing address for such party reflected in the records of the Property Appraiser of Manatee County, Florida.

8. Attorneys' Fees. If any party shall commence an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees (through all appellate levels and post-judgment proceedings).

9. Time of the Essence. Time is of the essence with respect to all matters set forth herein.

10. Amendments. This Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to when enforcement of any such amendment, supplement, waiver or modification is sought.

11. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so for as possible.

13. Applicable Law. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie only in Manatee County, Florida.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Cooperative and School Board have executed and delivered this Agreement on the dates below stated.

WITNESSES:

"COOPERATIVE"

PEACE RIVER ELECTRIC COOPERATIVE, INC.,
a Florida not for profit corporation,

_____ By:_____
Print Name:_____ Name:_____
Its:_____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of _____, a Florida not for profit corporation, on behalf of the corporation. He/she is ☐ personally known to me or has ☐ produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA

[SIGNATURE PAGE TO ADDENDUM TO RIGHT-OF-WAY EASEMENT]

WITNESSES:

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

_____ By:_____
Print Name:_____ Jason Wysong, Ed.D, Superintendent

09/16/2024

_____
Print Name:_____

RG 09/16/2024

KP 09/16/2024

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By:_____ 09/16/2024
Stephen R Dye, Esq.
Attorney for the School Board

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by _____ as Superintendent of The School Board of Manatee County, Florida, a public body corporate, on behalf of the public body corporation. She is ☐ personally known to me or who has ☐ produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA

[SIGNATURE PAGE TO ADDENDUM TO RIGHT-OF-WAY EASEMENT]

EXHIBIT A

SKETCH & DESCRIPTION

LYING IN SECTIONS 7 AND 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY

SHEET NO. 1 of 3

EASEMENT DESCRIPTION

An Easement being a portion of those lands described in Official Records Instrument Number 202441007883, Public Records of Manatee County, Florida, lying in Sections 7 and 18, Township 33 South, Range 19 East, Manatee County, being more particularly described as follows:

COMMENCE at the Southwest Corner of the Section 7, Township 33 South, Range 19 East, Manatee County, Florida; thence S.89°43'08"E., along the South line of said Section 7, a distance of 4232.11 feet to the POINT of BEGINNING: thence N.26°11'23"E., a distance of 7.27 feet; thence N.11°33'16"E., a distance of 32.18 feet; thence N.01°21'18"W., a distance of 33.53 feet; thence N.88°38'42"E., a distance of 30.00 feet; thence S.01°21'18"E., a distance of 36.93 feet; thence S.11°33'16"W., a distance of 39.42 feet; thence S.26°11'23"W., a distance of 30.11 feet; thence S.11°32'12"W., a distance of 53.62 feet; thence S.12°32'56"W., a distance of 6.06 feet to the intersection with the East line of those lands described in Official Records Instrument Number 202441007883, of the Public Records of Manatee County, Florida; thence, keeping with said East line the following seven (7) courses:

1.) S.48°23'46"W., a distance of 5.27 feet; to a point on a curve to the left, having a radius of 30.00 feet, a central angle of 52°13'35", a chord bearing of S.22°16'58"W., and a chord length of 26.41 feet;
2.) along the arc of said curve an arc length of 27.35 feet;
3.) S.03°49'49"E., a distance of 38.63 feet;
4.) S.19°41'18"E., a distance of 56.06 feet;
5.) S.15°01'02"W., a distance of 14.21 feet;
6.) S.16°08'17"E., a distance of 65.79 feet; to a point on a curve to the left, having a radius of 30.00 feet, a central angle of 33°50'33", a chord bearing of S.33°03'33"E., and a chord length of 17.46 feet;
7.) along the arc of said curve an arc length of 17.72 feet; thence S.30°37'02"E., leaving said East line, a distance of 148.68 feet to the intersection with said East line again; thence S.00°27'42"W., along said East line a distance of 13.72 feet to the Southeast Corner of said lands described in Official Records Instrument Number 202441007883, said point being a point on a curve to the left, having a radius of 1242.00 feet, a central angle of 08°32'43", a chord bearing of S.82°16'21"W., and a chord length of 185.06 feet; thence, keeping with the South line of said lands described in Official Records Instrument Number 202441007883 the following two (2) courses:

1.) along the arc of said curve an arc length of 185.23 feet;
2.) S.78°00'00"W., a distance of 176.42 feet; thence S.82°45'36"W.,, leaving said South line, a distance of 455.62 feet; thence S.17°52'53"W., a distance of 43.03 feet; thence N.72°07'07"W., a distance of 30.00 feet; thence N.17°52'53"E., a distance of 62.10 feet; thence N.82°45'36"E., a distance of 521.50 feet; thence N.78°38'44"E., a distance of 37.60 feet; thence N.77°57'42"E., a distance of 59.97 feet; thence N.79°30'45"E., a distance of 75.21 feet; thence N.80°36'34"E., a distance of 103.98 feet; thence N.30°37'02"W., a distance of 140.66 feet; thence N.13°44'52"W., a distance of 123.87 feet; thence N.00°32'36"W., a distance of 64.33 feet; thence N.12°32'56"E., a distance of 35.13 feet; thence N.11°32'12"E., a distance of 57.21 feet; thence N.26°11'23"E., a distance of 22.85 feet to a to the POINT of BEGINNING.

Parcel contains 39,784 Square Feet, or 0.9133 Acres more or less.

HAROLD EUGENE NOON, JR. License Number 6568 STATE OF FLORIDA Professional Surveyor and Mapper

September 13, 2024
Date

Harold E. Noon, Jr.
Professional Surveyor and Mapper LS 6568

Not valid without the original signature and embossed seal of a Professional Land Surveyor and Mapper

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 2 OF 3 FOR SKETCH
SEE SHEET 3 OF 3 FOR TABLES

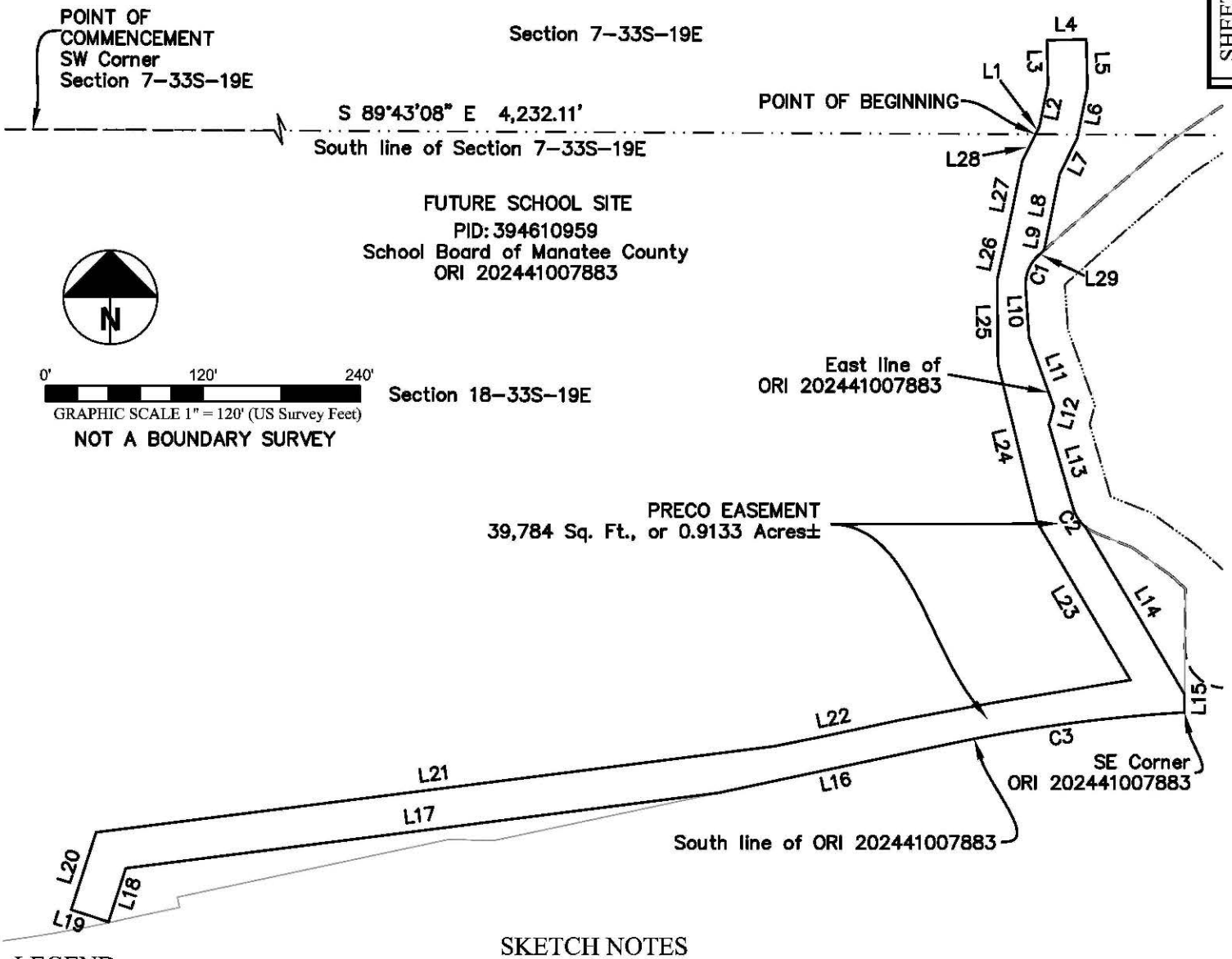
GEOSURV SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731
5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

PRECO EASEMENT		FIELD: --
DATE: 9/13/2024 FB: -- PG: --	SEC. 7, 18 TWP. 33S RNG. 19E	DRAWN BY: DC
PROJECT NO. 230018	COUNTY MANATEE	CHECK BY: H
DRAWING 230018_SD PRECO.dwg	PARCEL AREA 39,784 Sq. Ft.±	586

SKETCH & DESCRIPTION

LYING IN SECTIONS 7 AND 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY



LEGEND

These standard symbols and abbreviations can be found herein.

ORI	Official Records Instrument
Sq. Ft.	Square Feet
PB	Plat Book
PG	Page
PID	Parcel Identification (now, or formerly)
PRM	Permanent Reference Mark
FDOT	Florida Department of Transportation

SKETCH NOTES

1. NOT A BOUNDARY SURVEY, per 5J–17, FAC. Sketch provides graphic depiction of description on SHEET 1 of 2.
2. Subject to Easements of record.
3. Not valid without all sheets.
4. Bearings shown hereon based on South line of Section 7, with a bearing of S.89°43'08"E.

SKETCH OF DESCRIPTION

GEOSURV
SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731
5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

PRECO EASEMENT

DATE: 9/13/2024 FB: -- PG: --
PROJECT NO. 230018
DRAWING 230018_SD PRECO.dwg

SEC. 7, 18 TWP. 33S RNG. 19E
COUNTY MANATEE
PARCEL AREA 39,784 Sq. Ft.±

FIELD: --
DRAWN BY: DC
CHECK BY: H

SKETCH & DESCRIPTION

LYING IN SECTIONS 7 AND 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY

LINE TABLE:		
LINE	BEARING	DISTANCE
L1	N 26°11'23" E	7.27'
L2	N 11°33'16" E	32.18'
L3	N 01°21'18" W	33.53'
L4	N 88°38'42" E	30.00'
L5	S 01°21'18" E	36.93'
L6	S 11°33'16" W	39.42'
L7	S 26°11'23" W	30.11'
L8	S 11°32'12" W	53.62'
L9	S 12°32'56" W	6.06'
L10	S 03°49'49" E	38.63'
L11	S 19°41'18" E	56.06'
L12	S 15°01'02" W	14.21'
L13	S 16°08'17" E	65.79'
L14	S 30°37'02" E	148.68'
L15	S 00°27'42" W	13.72'
L16	S 78°00'00" W	176.42'
L17	S 82°45'36" W	455.62'
L18	S 17°52'53" W	43.03'
L19	N 72°07'07" W	30.00'
L20	N 17°52'53" E	62.10'
L21	N 82°45'36" E	521.50'
L22	N 78°13'31" E	97.57'
L23	N 30°37'02" W	140.66'
L24	N 13°44'52" W	123.87'
L25	N 00°32'36" W	64.33'
L26	N 12°32'56" E	35.13'
L27	N 11°32'12" E	57.21'
L28	N 26°11'23" E	22.85'
L29	S 48°23'46" W	5.27'

CURVE TABLE:					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	27.35'	26.41'	N 22°16'58" E	52°13'35"
C2	30.00'	17.72'	17.46'	S 33°03'33" E	33°50'33"
C3	1,242.00'	185.23'	185.06'	N 82°16'21" E	8°32'43"

DIMENSION TABLES

GEOSURV
SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731

5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

PRECO EASEMENT

FIELD: --

DATE: 9/13/2024 FB: -- PG: --
PROJECT NO. 230018
DRAWING 230018_SD PRECO.dwg

SEC. 7, 18 TWP. 33S RNG. 19E
COUNTY MANATEE
PARCEL AREA 39,784 Sq. Ft.±

DRAWN BY: DC
CHECK BY: H

AGENDA ITEM NO. 11.16

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Demolish Portable 283, at a Cost of $25,510.00 (Capital Funds)

Executive Summary
Portable 283 located on the Palmetto High School campus, 1200 17th Street West, Palmetto, has been deemed unsatisfactory/unsafe for use as classroom, office space or storage. The cost for the District to renovate/repair or relocate would exceed the current value and it is recommended the unit be taken out of service. Portable 283 is a non-typical oversized unit and will be disassembled into sections to be transported from the property. The unit will be demolished off District property.

The portable is listed in the property records as follows:
Port-283 Portable, Classroom 40 x 50
Acquired January 1, 1993
Acquisition cost $25,059.16 (Net Book Value $0)

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 request to declare surplus and demolish Portable 283, at a Cost of $25,510.00 (Capital Funds).

Financial Impact
Portable 283 is fully depreciated. The cost to remove and demolish the portable is $25,510.00 and is included in the Maintenance, Operations and Central Distribution approved Capital Plan budget for fiscal year 2024-2025.

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

Attachments:
Portable 283 Disposal

School Board of Manatee County

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

* * *

SCHOOL BOARD

Sept 11, 2024

William Farmer
Supervisor of Buildings Maintenance
1 Matzke Way
Bradenton FL34208

Re: Portable 283,DCA#E288936 Located at PALMETTO HIGH SCHOOL

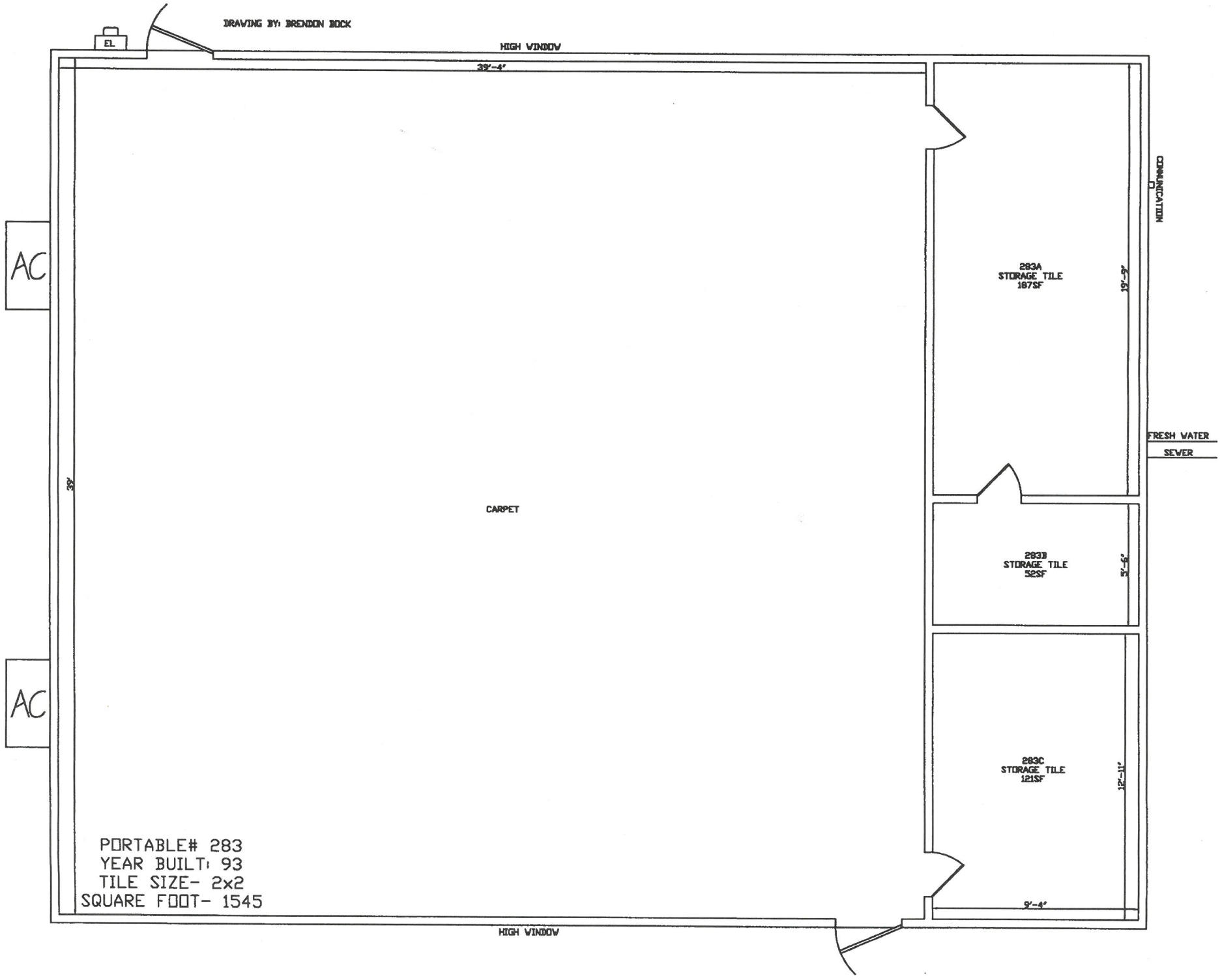
Bill, per your request of 09/11/24 I inspected portable 283-located at PALMETTO HIGH SCHOOL. This unit is a 1993 40' x 50' Type 5 construction Classroom Building,not being used as a Classroom at this time.
My inspection revealed the following.

1) The exterior siding has wood rot in several places.
2) The exterior doors and hardware need replaced due to age of doors.
3) The Interior lighting is in need of replacement.
4) The interior floor system is in need of repair.
5) The Air Conditioning unit will need upgraded. The Portable has an odor.
6) The interior wall has signs of termites.

I would recommend that this unit be demolished and taken out of service with the District. The District would be best served by not spending any funds on this unit to bring it up to current code compliance.

Respectfully Submitted

Michael Horsley
Project Manager
Capital Building Construction
Manatee County Schools


DRAWING BY: BRENDON BOCK
EL
HIGH WINDOW
39'-4"
COMMUNICATION
AC
283A
STORAGE TILE
187SF
19'-9"
FRESH WATER
SEWER
39'
CARPET
283B
STORAGE TILE
52SF
5'-6"
AC
283C
STORAGE TILE
121SF
12'-11"
9'-4"
HIGH WINDOW
PORTABLE# 283
YEAR BUILT: 93
TILE SIZE- 2x2
SQUARE FOOT- 1545




CONSTRUCTION
TECH.
ROOM 283
MRS. MERRITT



REJ

R. E. Johnson & Son, Inc.
dba Johnson Housemovers
(Since 1949)

Proposal
09/11/2024

School District of Manatee County
Maintenance and Operations
1 Matzke Way
Bradenton, FL 34208

Attn: Michael Horsley

Proposal# 2024-13
Building and Ramp Disposal from Palmetto High

Remove 40'x50' Wooden building from Palmetto High School. We will cut building in two pieces and remove all debris incorporated with the building and demolish offsite.

$22,000.00

Remove Decks and Ramps from 5 buildings and haul away all debris.

$2,750.00

Sheriffs Escorts for building moves-1 sets 2 deputies @ $360 per set.

$360.00

Total: $25,110.00

Should you have any questions, please feel free to contact us.

Kyle Johnson
941-737-6912
Johnson Housemovers

Required by our insurance company:
OWNER agrees to indemnify and save MOVER harmless and free from any claim of damage, loss or any liability of any kind or nature whatsoever for which the MOVER is not insured (**including deductibles and maximum limits of insurance**) including, but not limited to, any loss of use of the BUILDING or other property by OWNER and other consequential damages, arising out of or in any manner connected with any acts of the MOVER, his agents, servants, or employees, while in and upon any premise, while moving any BUILDING or other property of the OWNER, regardless of the manner in which the same may happen or occur. It is also understood that this indemnity shall apply to the BUILDING or any contents contained in the BUILDING regardless of the manner of which same may be caused. It is further understood that this indemnity includes and is intended to cover any claims of damage by third persons, parties, fire, flood, or any acts of God. This indemnification and hold harmless agreement is executed to induce the MOVER to enter into this contract.

6470 Jim Davis Road
Parrish Florida 34219

JohnsonHousemoving.com

941-776-2632
Fax 941-776-5312

CLAXTON ELECTRIC, INC.
5317 Fruitville Road, Suite 221
Sarasota, Florida 34232
Cell (941) 374-4452, E-mail: ray@claxtonelectric.net
EC13001307/EF0000180

September 12, 2024

PURCHSE ORDER REQUEST

School District of Manatee County
Attention: Michael Horsley
1 Matzke Way,
Bradenton, Florida 32408

E-mail: horsleym@manateeschools.net

Reference: Palmetto School

We propose to furnish labor to disconnect the power from Portable #283 at Palmetto School.

TOTAL AMOUNT OF PURCHASE ORDER REQUESTED ---------- $300.00

NextSpeed Inc.

6100 Bayshore Rd
Palmetto, FL 34221-9180
Phone: (941) 723-3333
e-mail: team@nextspeedinc.com

Quotation

Date	Quote #
9/11/2024	62294

Name / Address	Site Address
School District Of Manatee Co. Accounts Payable P.O.Box 9069 Bradenton, FL 34206-9069	Palmetto High School 1200 17th St. West Palmetto, FL 34332

P.O. No.	Work Order No.	Requested By
		MH

Description	Qty	Cost	Total
Disconnect communications wiring and pipes from one (1) Portable at PHS	1	100.00	100.00
		Total	$100.00

AGENDA ITEM NO. 11.17

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Demolish Portables 168 and 280 (No Financial Impact)

Executive Summary
Portables 168 and 280 located on the Palma Sola Elementary School campus, 6806 5th Avenue NW, Bradenton, have been deemed unsatisfactory/unsafe for use as classroom, office space, or storage. The cost for the District to renovate/repair or relocate would exceed the current value and it is recommended the units be taken out of service. Portables 168 and 280 will be demolished onsite as part of the construction project and then removed from District property.

The portables are listed in the property records as follows:
Port-168 Portable, Storage 24 x 42
Acquired January 1, 1989
Acquisition cost $26,341.18 (Net Book Value $0)

Port-280 Portable, Available 24 x 42
Acquired January 1, 1993
Acquisition cost $25,059.16 (Net Book Value $0)

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 request to declare surplus and demolish Portables 168 and 280 (No Financial Impact).

Financial Impact
Portables 168 and 280 are fully depreciated. The cost to remove and demolish the portables is included in the Palma Sola Elementary School - Campus Renovations - GMP #1 approved by the Board on September 10, 2024. Removal of the portables is required to proceed with the overall campus renovation and partial replacement project. There are no additional costs.

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

Attachments:
Portable 168 Disposal
Portable 280 Disposal

Palma Sola Proposal

School Board of Manatee County

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

* * *

SCHOOL BOARD

Sept. 13, 2024

William Farmer
Supervisor of Buildings Maintenance
1 Matzke Way
Bradenton FL34208

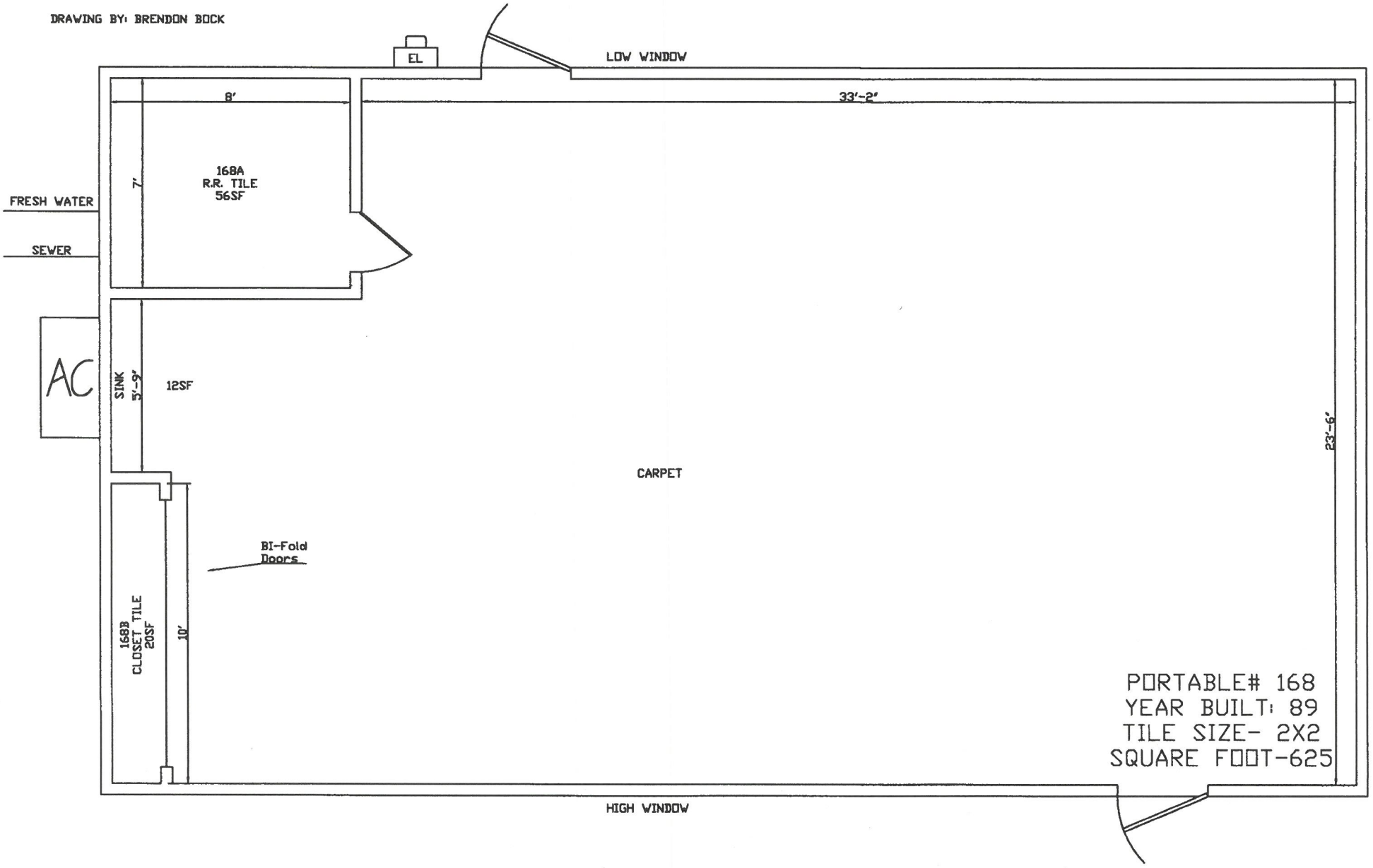
Re: Portable 168-DCA#E012392, located at Palma Sola El School
Bill, per your request of 08/13/24 I inspected portable 168-located at Palma Sola El School. This unit is a 1989 24' x 42' Type 5 construction Classroom Building, being used as a storage building. My inspection revealed the following.

1) The exterior siding has wood rot in several places.
2) The HVAC duct work and insulation needs to be replaced
3) The restroom will need to be brought up to code.
4) The interior floor system is in need of repair.
5) The Air Conditioning unit will need upgraded. The Portable has an odor.
6) The Portable has signs of termites
7) The ceiling tiles have water stains.
8) The exit lights need to be replaced.
9) The light fixtures are in need of replacement.

I would recommend that this unit be demolished and taken out of service with the District. The District would be best served by not spending any funds on this unit to bring it up to current code compliance.

Respectfully Submitted

Michael Horsley
Project Manager
Capital Building Construction
Manatee County Schools


DRAWING BY: BRENDON BOCK
EL
LOW WINDOW
8'
33'-2"
168A
R.R. TILE
56SF
7'
FRESH WATER
SEWER
AC
SINK
5'-9"
12SF
CARPET
23'-6"
BI-Fold
Doors
168B
CLOSET TILE
20SF
10'
PORTABLE# 168
YEAR BUILT: 89
TILE SIZE- 2X2
SQUARE FOOT-625
HIGH WINDOW





604



School Board of Manatee County

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

* * *

SCHOOL BOARD

Sept. 13, 2024

William Farmer
Supervisor of Buildings Maintenance
1 Matzke Way
Bradenton FL34208

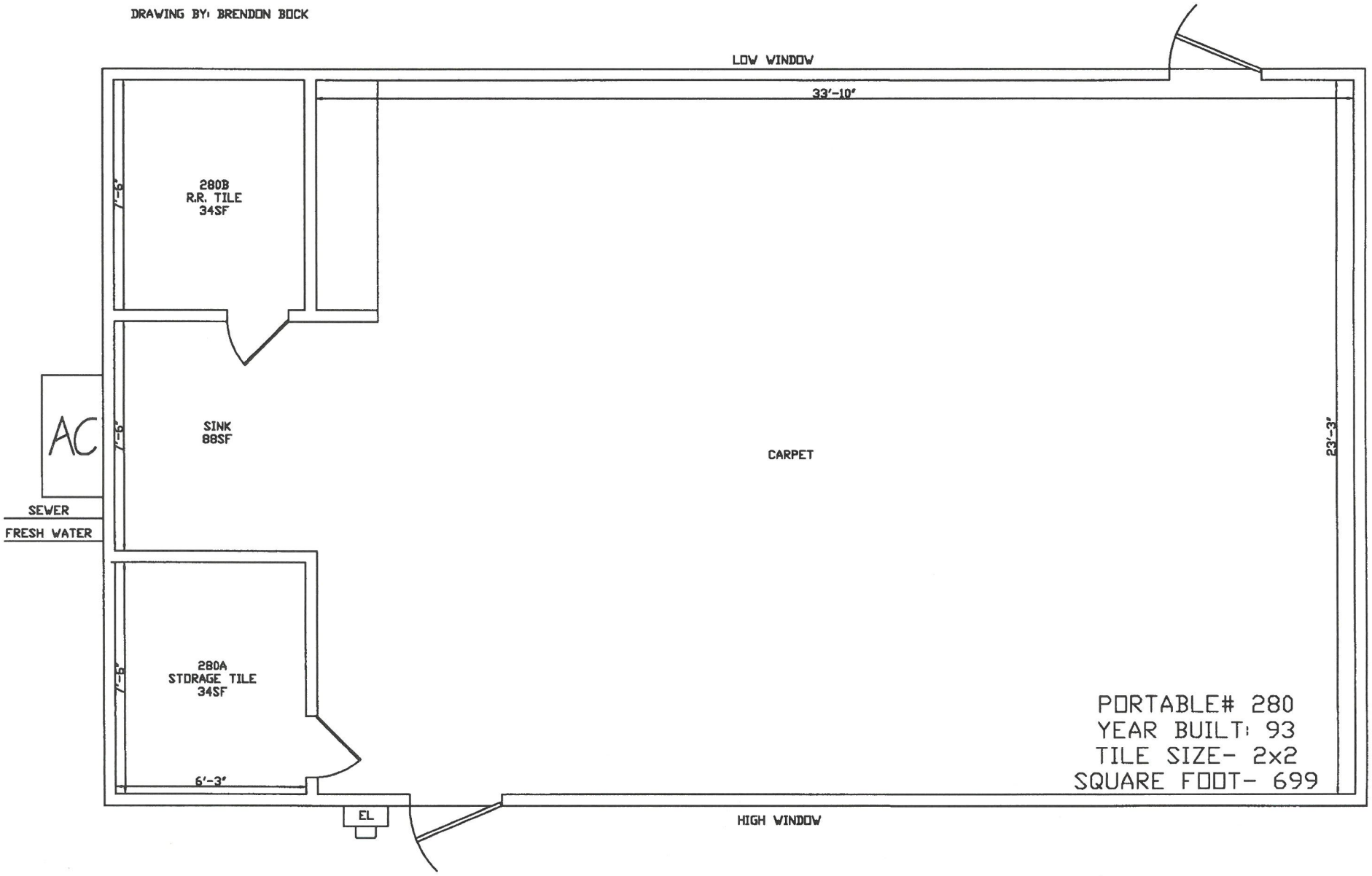
Re: Portable 280-DCA#E012374 ,located at Palma Sola El School
Bill, per your request of 08/13/24 I inspected portable 280-located at PalmaSola El School. This unit is a 1993 24' x 42' Type 5 construction Classroom Building, being used as a storage building. My inspection revealed the following.

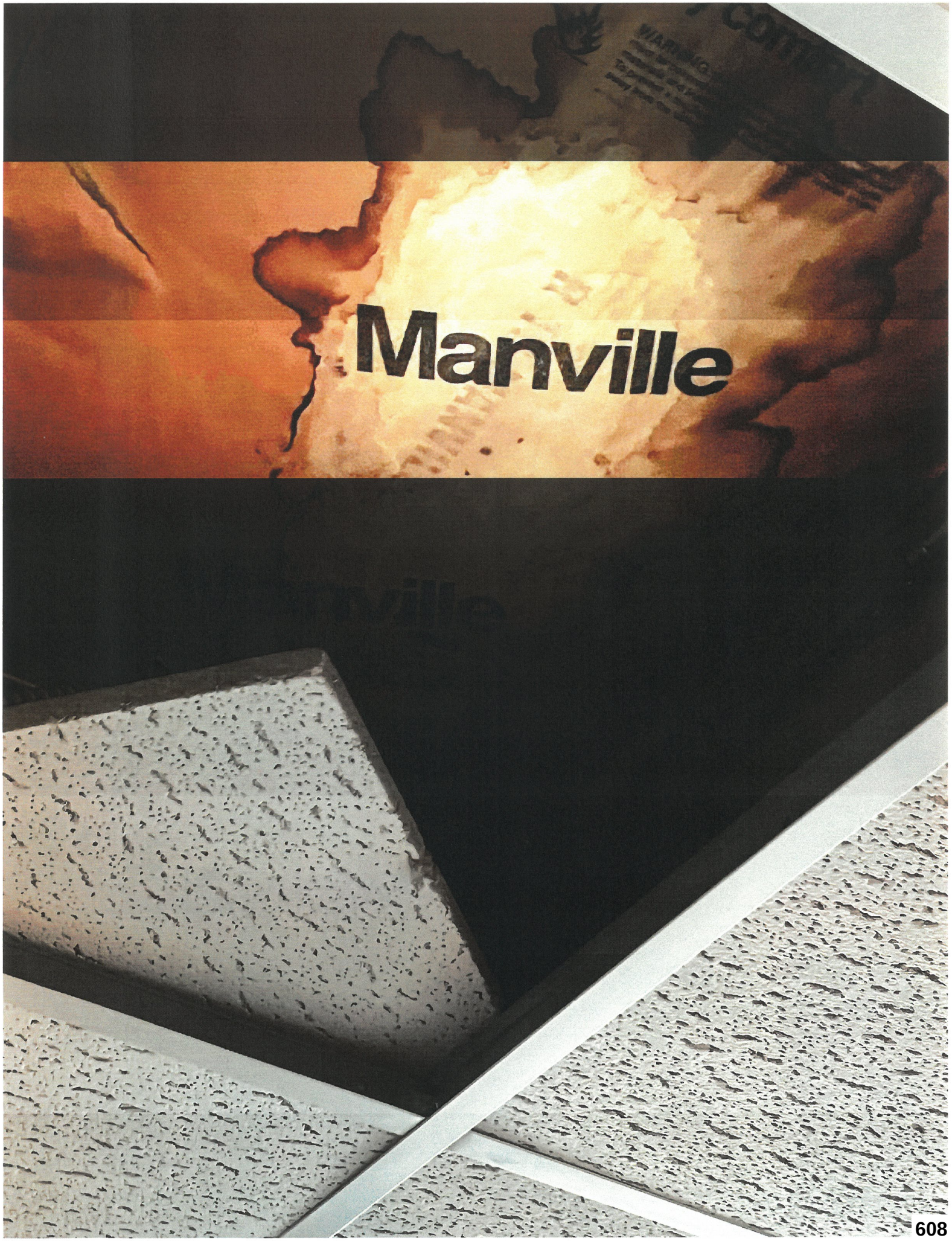
1) The exterior siding has wood rot in several places.
2) The HVAC duct work and insulation needs to be replaced
3) The restroom will need to be brought up to code.
4) The interior floor system is in need of repair.
5) The Air Conditioning unit will need upgraded. The Portable has an odor.
6) The Portable has signs of termites
7) The ceiling tiles have water stains.

I would recommend that this unit be demolished and taken out of service with the District. The District would be best served by not spending any funds on this unit to bring it up to current code compliance.

Respectfully Submitted

Michael Horsley
Project Manager
Capital Building Construction
Manatee County Schools


DRAWING BY: BRENDON BOCK
LOW WINDOW
33'-10"
280B
R.R. TILE
34SF
7'-6"
AC
SINK
88SF
7'-6"
CARPET
23'-3"
SEWER
FRESH WATER
280A
STORAGE TILE
34SF
7'-6"
6'-3"
EL
HIGH WINDOW
PORTABLE# 280
YEAR BUILT: 93
TILE SIZE- 2x2
SQUARE FOOT- 699


Manville





610

FORRISTALL ENTERPRISES, INC.

2712 63RD AVE. E.
Bradenton, FL 34203
Phone: (941) 729-8150
Fax: (941) 729-7345
CGC058110

PROPOSAL

August 12, 2024

TO: **ME&S**
ATTN: **Josh Tomlinson & Bob Tomkins**
PHONE: 941.726.2791
EMAIL: **Josh Tomlinson** Josh-Tomlinson@mesgc.com**; Bob Tomkins** Bob-Tomkins@mesgc.com
RE: **Palma Sola Elementary School**
6085 5th Ave. NW - Bradenton

SCOPE OF WORK: COMPLETE DEMOLITION

- Budget proposal is based on site inspection and schematic plans, dated 7/19/24. Our scope of work is listed below and is limited to these items.

DEMOLITION NOTES:

1. Demolish and remove North Canopies in Phase 1 (Fall 2024).
2. Demolish and remove buildings 13, 14, 16, 17, specified canopies, and portables. Renovate Building 18 - in Phase 2 (Winter 2024/2025). Portable Removal $7850
3. Demolish and remove telecom pole, buildings 1,2,5-12, 15, 17 (Front Office) in Phase 3 (Summer 2026).
   A) Buildings 18, 19, & portion of 17 are to remain.
   B) Remove covered walkways between buildings.
   C) Remove slabs and foundations associated with structures listed above. Deep foundations are not included.
   D) Trees are to remain, remove only where necessary for access.
1. Areas where demolition is performed will be rough graded at the conclusion of demolition.
2. Refrigerant/chilled water to be drained by others, prior to demolition.
3. MEPF disconnects are **not** included.
4. Telecom disconnects are **not** included.

BASE BID: **$563,820.00**

ALTERNATES:

5. Amount for P&P Bond based on base bid.

AMOUNT: **$14,095.00**

6. Per load amount (30 CY) to remove and dispose of classroom furniture.

AMOUNT: **$1,125.00**

STANDARD SPECIFICATIONS/EXCLUSIONS:

- Forristall Enterprises, Inc. is not responsible for broken sidewalks or driveways. Unless otherwise noted, Owner shall indemnify Contractor for any and all damage to any Underground Facilities.
- The removal of buried or unforeseen objects is not included.
- Patching and repairing are not included.
- Protection of surfaces is not included.
- An asbestos survey must be completed for all commercial demolition projects, and a copy must be provided to Forristall, prior to demolition.
- A "notice of demolition" must be filed with the EPA, 10 working days prior to commencement of any work for all commercial projects.
- No removal of any material considered hazardous or restricted.
- No underground tank removal of any type unless specifically stated above.
- No shoring will be provided or installed by FEI.
- All salvageable items should be removed prior to commencement of demolition, any remaining items to become property of Contractor.
- All mechanical, electrical and plumbing systems must be cut, capped or drained by others prior to demolition unless specifically included above.
- All work shall be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday – Friday. No

nights, holidays or weekends are included.

- Three (3) mobilizations are included. Add **$2250** for each additional.
- Items not listed above are not included.
- All invoices are due within 10 days after invoice date, and considered late thirty days after invoice date. Interest shall accrue at 1.5% per month thereafter until paid. In the event that Contractor files legal action to collect amounts due hereunder, Contractor shall be entitled to recover all of its attorneys' fees, costs, and expenses incurred in said action including, without limitation, attorneys' fees to determine the amount of its fees. **Owner and Contractor hereby mutually waive their right to a trial before a jury in the event of any litigation arising out of or related to this agreement.**
- No retainage can be held after completion of our scope of work.
- This estimate is valid for thirty days from the date above.
- Notices required by Florida law are attached hereto.

If you have any questions, or require additional information, please call Michael Forristall at (941) 729-8150.

FORRISTALL ENTERPRISES, INC.

AGENDA ITEM NO. 11.18

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

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

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

Attachments:
Surplus List - 10-8-24

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
197950	ICE CREAM FREEZER DELFIELD	704150001922	7/18/2007	$ 5,409.90	$ -	UNECONOMICAL TO REPAIR, AUCTION
291541	LABDISC GLOBILSENS BOXLIGHT	LDCART0055	7/20/2016	$ 9,869.00	$ -	OBSOLETE
294970	SERVER HP DL160 GEN 9	2M2711012J	3/29/2017	$ 62,492.16	$ -	OBSOLETE
303707	SERVER HP NAS 8TB STOREEASY	SGH745SY9B	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303708	SERVER HP NAS 8TB STOREEASY	SGH745SY96	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303709	SERVER HP NAS 8TB STOREEASY	SGH745SY97	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303710	SERVER HP NAS 8TB STOREEASY	SGH745SY94	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303711	SERVER HP NAS 8TB STOREEASY	SGH745SY9D	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303712	SERVER HP NAS 8TB STOREEASY	SGH745SY9A	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303713	SERVER HP NAS 8TB STOREEASY	SGH745SY98	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303714	SERVER HP NAS 8TB STOREEASY	SGH745SY9C	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303715	SERVER HP NAS 8TB STOREEASY	SGH745SY95	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303716	SERVER HP NAS 8TB STOREEASY	SGH745SY99	12/5/2017	$ 5,583.34	$ -	OBSOLETE
303718	SERVER HP DL160 G9	2M274902D7	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303720	SERVER HP DL160 G9	2M274902D5	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303721	SERVER HP DL160 G9	2M274902D6	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303724	SERVER HP DL160 G9	2M274902CY	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303725	SERVER HP DL160 G9	2M274902D2	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303726	SERVER HP DL160 G9	2M274902D4	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303727	SERVER HP DL160 G9	2M274902D3	12/18/2017	$ 9,833.14	$ -	OBSOLETE
303728	SERVER HP DL160 G9	2M274902CZ	12/18/2017	$ 9,833.14	$ -	OBSOLETE
400546	SERVER HP DL325 GEN 10 CTO 8SF	MXQ84001HG	10/29/2018	$ 9,960.92	$ -	OBSOLETE
400551	SERVER HP DL325 GEN 10 CTO 8SF	MXQ84001HL	10/29/2018	$ 9,960.92	$ -	OBSOLETE
400554	SERVER HP DL325 GEN 10 CTO 8SF	MXQ84001HD	10/29/2018	$ 9,960.92	$ -	OBSOLETE
NO PR	REFRIGERATOR TRUE TA2R2S	4388023	5/31/2007	$ 9,923.82	$ -	UNECONOMICAL TO REPAIR, AUCTION; ESTIMATED COST BASED ON SIMILAR ITEMS
				$ 252,076.16	$ -	

AGENDA ITEM NO. 11.19

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the 2024-2025 District Best Practices Assessment and School Security Risk Assessment Reports (No Financial Impact)

Executive Summary
The 2024-2025 District Best Practices Assessment is a standard document updated and submitted annually to the Florida Department of Education (DOE). In addition to the changes from last year's report, which was approved by the Board on October 24, 2023, and submitted to the DOE, there are several new recommendations. Once approved, this document will be submitted to the DOE to comply with Florida Statutes.

Also included is the School Security Risk Assessment Report for all schools in the District. The Department of Education mandates that each school in the State perform a yearly security assessment by school officials to identify threats, vulnerabilities, and appropriate safety controls for the schools we supervise. This year's assessment consists of over 400 questions, many of which have paragraphs of dialogue.

The Department of Education also requires each school district to ensure that public safety agencies designated as first responders to a school's campus conduct a tour of campuses once every three years and provide recommendations related to school safety. This year, the team consisted of a principal at each school, Safety and Security, and First Responder teams. No secondary schools were completed in the summer of 2023 as they are on a 3-year rotation. Sixteen Elementary schools were completed in the summer of 2024. All Secondary schools will be completed in the summer of 2025. Submitted findings were added to each assessment.

This demonstrated the District's commitment to improving our performance concerning best practices in safety and security.

These reports are exempt from public view.

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

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

Recommendation
The Superintendent recommends approval of the 2024-2025 District Best Practices Assessment and School Security Risk Assessment reports. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Safety & Security
Initiated By: Paul Damico

AGENDA ITEM NO. 11.20

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval to Purchase CENTEGIX Crisis Alert and Contact Alert Upgrade, Products, and Services, SDMC No. 22-0035-RG, Estimated in the Amount of $425,000.00 (Multiple Funding Sources)

Executive Summary
On April 27, 2021, the Board approved the purchase of CENTEGIX Crisis Alert and Contact Alert System. The District needs to purchase upgrade software and equipment for current and upcoming school sites. This will allow the alert system to continue functioning to support the safety and security of District sites.

In June 2020, Senate Bill 70 was signed into law. In accordance with Section (s.) 1006.07(4), Florida Statutes (F.S.), all Florida public schools, including charters, must be outfitted with mobile panic alert systems by the start of the 2021-2022 school year. Known as Alyssa's Law in honor of one of the 17 victims of the Marjory Stoneman Douglas High School tragedy. The systems will enable all school staff to silently and easily contact law enforcement to respond in the case of an on-campus threat or crisis.

Supplier:
- 34ED, LLC DBA CENTEGIX, Atlanta, GA, Florida Document No. M190000002857

Historical Expenditures are as follows:
- YTD 2024-2025 (July 1, 2024, through October 7, 2024) $242,452.00
- 2023-2024 $556,430.00
- 2022-2023 $257,397.00

Approval of this 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.

Contract documents are available in the purchasing department. This item is protected under Florida Statute for Cyber Security, F.S. 282.318. Portions of risk assessments, evaluations, external audits, and other reports of a state agency's cybersecurity program are confidential and exempt from public disclosure if their release would facilitate unauthorized access to or modification, disclosure, or destruction of data or information technology resources which includes Information about the security measures, technologies, processes, and practices the agency uses to protect its networks, computers, data processing software, and data from attacks, damage, or unauthorized access and security details, both physical and virtual, concerning the agency's current or planned information technology systems.

Florida Administrative Code Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board." The foregoing rule contains a scrivener's error as the relevant statute defining "information technology" is Section 282.0041, Florida Statutes.

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

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

Recommendation

The Superintendent recommends approval to purchase CENTEGIX Crisis Alert and Contact Alert Upgrade, Products, and Services, SDMC No. 22-0035-RG, estimated in the amount of $425,000.00 (Multiple Funding Sources).

Financial Impact

The funding source for this annually estimated expenditure is General, Capital, and other District funds as needed and is included in the approved budgets for 2024-2025.

Contact

Submitting Departments: Information Technology and Purchasing
Item Owner: Scott Hansen

AGENDA ITEM NO. 11.21

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Ratification of Facilities Usage Agreement With Manatee County Government (No Financial Impact)

Executive Summary
This request was made by Manatee County Government on October 7 as part of the declared emergency by Hurricane Milton. The Superintendent consulted with the Board Chair prior to signature, and the agreement created and approved by the General Counsel. It is requested by the Superintendent that ratification of the agreement is approved by the School Board during the October 22, 2024 School Board Meeting.

Facilities Usage Agreement is attached for reference.

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

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

Recommendation
Superintendent approval of the ratification of facilities usage agreement with Manatee County government (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Superintendent
Initiated by: Superintendents Office

Attachments:
Facilities_Usage_Agreement

Facilities Usage Agreement
Future High School site at Rangeland and Post, Lakewood Ranch
(2024)

This is a Facilities Usage agreement ("Agreement") by and between the School District of Manatee County ("District") and Manatee County Government ("County"), entered this __day of October 2024, for the restricted nonexclusive usage as described herein of a portion of District owned property located west of Post Blvd and south of Rangeland Parkway in Lakewood Ranch as shown on attached **Exhibit A**.

County is responsible for all actions of its contractors who will be provide with a copy of this agreement and will agree in writing to be bound by same.

County may use a ten (10) acre area on the District property shown on **Exhibit A** ("Property") for a maximum period of six (6) months from effective date of this Agreement solely for stockpiling and mulching and removal of vegetative organic debris caused by hurricanes or tropical storms causing debris during September and October 2024 brought on to the site by County and authorized contractors and for no other use. The parties shall designate the ten (10) acres no later than November 1, 2024. District shall be provided keys and/or combinations to all locks placed on the gates. County shall monitor the site and not allow any other use of the Property. Access shall be as shown on Exhibit A.

No other materials shall be allowed onto the property including storage of equipment, debris, tanks and materials of any kind.

County shall obtain and provide District with proof of insurance from all authorized contractors giving their full legal name, address, Tax ID number, contact person, email, telephone number and a certificate of insurance naming the District as additional insured for a minimum of two million dollars ($2,000,000.00) in general liability insurance, as well as proof of motor vehicle insurance for any vehicles driven onto the site in amounts acceptable to District, minimum of two million dollars ($2,000,000.00) in general liability insurance. County shall supervise access allowing only authorized contractors, District and County employees to enter the Property.

County shall not be required to pay any remuneration as consideration for use of the Property.

The County and its contractors shall make no use of the Property that causes environmental damage as determined by District and its consultants. County shall reimburse District within 15 days after invoicing for the cost of its consultants to monitor County operations during and after the end of the term hereof. At the end of the term County shall restore the Property to the same or better condition as it was before County began its operations prior to the Agreement. However, should the County's use of the property extend beyond the date of expiration herein, the County shall pay the District ten thousand dollars ($10,000.00) per month, or part of each month thereafter, in liquidated damages until such time as the property is cleared of all debris deposited on the site by the County or its contractors.

County shall be responsible to pay for any and all environmental remediation regardless of whether the County's use of the site hereunder shall be established as the proximate cause of any environmental damage and without the necessity of the District establishing causation.

County holds District harmless and waives any statutory limitations of liability, and assumes all liability for claims, suits, damages and/or harm to any persons or the Property or for other property, including all claims, demands, and causes of action of any kind related to County's use of the Premises. County will devote adequate staff for the supervision, security, and repair of the Property, arising from its usage of the Property hereunder.

Upon violation of any term of this agreement by County or it's contractors the District may terminate the Agreement, with 30 days prior notice.

To the extent required, Manatee County Government is solely responsible to obtain any required permits/approvals of this use.

SCHOOL DISTRICT OF MANATEE COUNTY

Dr. Jason Wysong Ed.D. Superintendent — Date

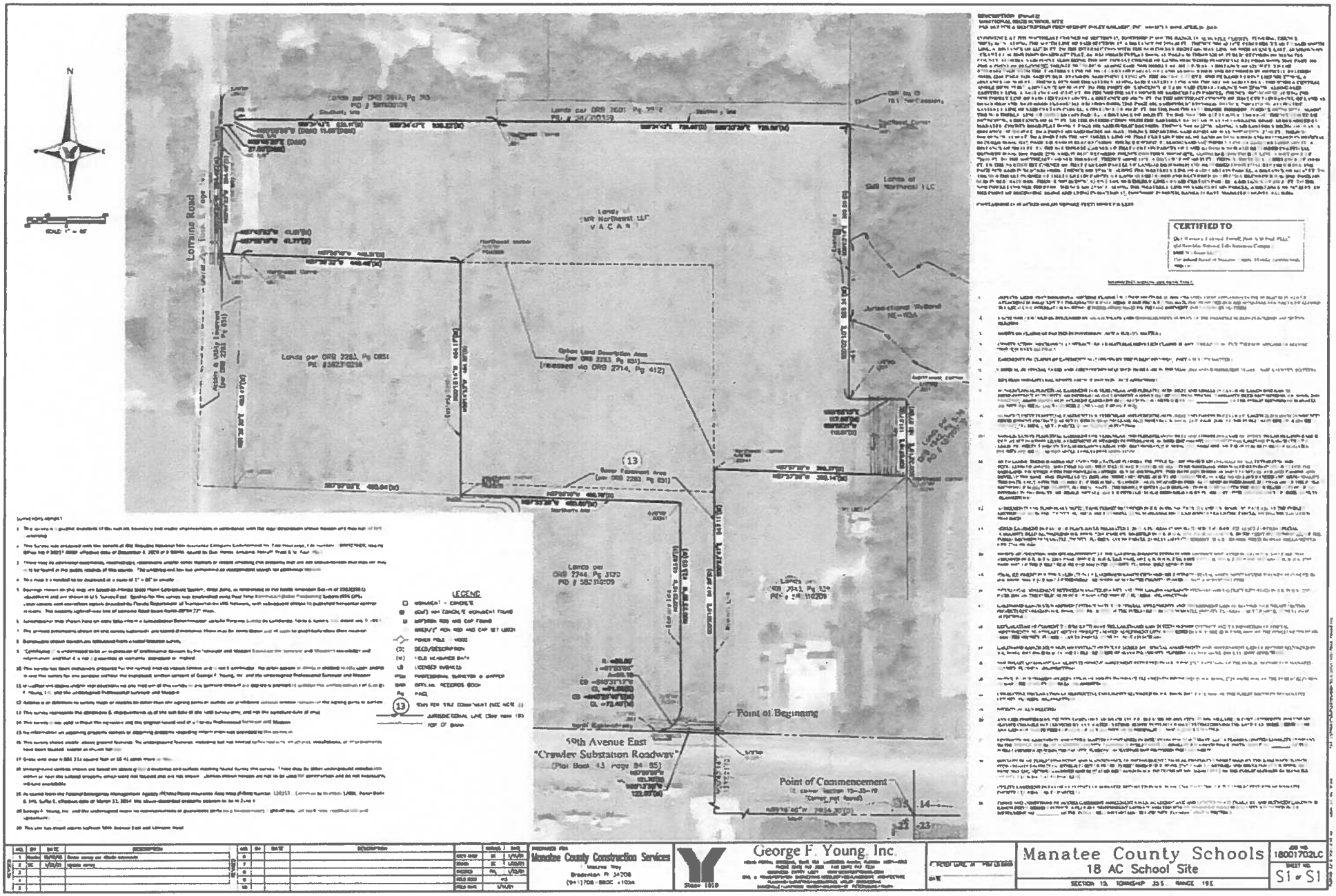
MANATEE COUNTY GOVERNMENT

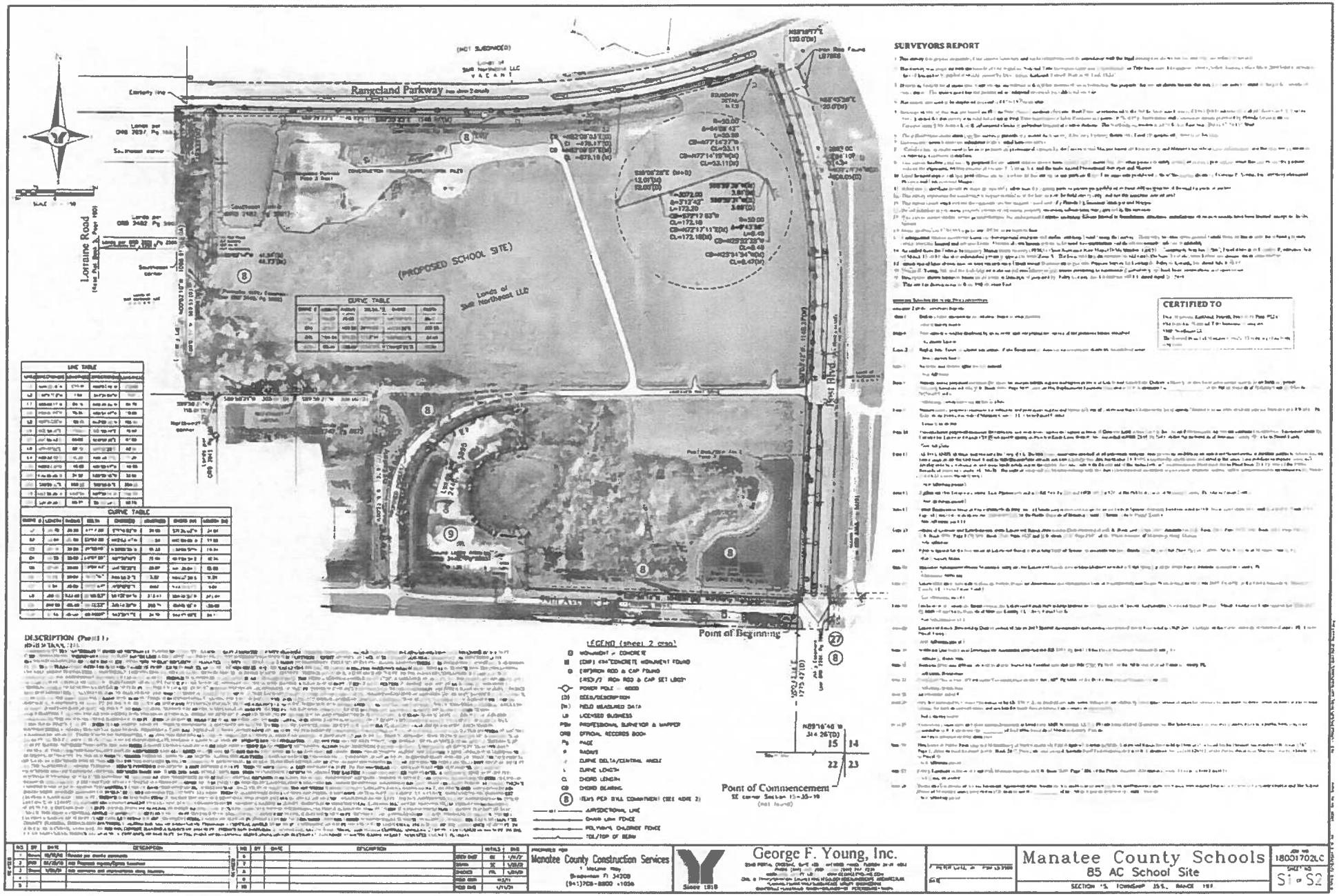
Jodi Fiske

Signature

Jodie Fiske Director of Public Safety — 10/08/24

Name and Title of Authorized Representative — Date


Lorraine Road
Lands per ORB 2283, Pg 851
PID # 582108209
Lands per ORB 2744, Pg 3170
PID # 582108209
Lands of
MR Northwest LLC
VACANT
Lands of
Said Northwest LLC
Jurisdictional Wetland
NE-WDA
Other Land Description Area
(per ORB 2283 Pg 851)
(released via ORB 2714, Pg 412)
Sewer Easement Area
(per ORB 2283 Pg 851)
Point of Beginning
Point of Commencement
"Crawley not found"
59th Avenue East
"Crawley Substation Roadway"
(Plat Book 43 Page 84-85)
LEGEND
CERTIFIED TO
Manatee County Schools
18 AC School Site
George F. Young, Inc.
Manatee County Construction Services
18001702LC
S1 - S1


Rangeland Parkway
Lorraine Road
(PROPOSED SCHOOL SITE)
Lands of
Sun Northeast LLC
Point of Beginning
Point of Commencement
SURVEYORS REPORT
CERTIFIED TO
DESCRIPTION (Parcel 1)
LEGEND (sheet 2 of 2)
Manatee County Construction Services
George F. Young, Inc.
Manatee County Schools
85 AC School Site
SECTION 15 TOWNSHIP 35S. RANGE 19E
SHEET NO.
S1 - S2

AGENDA ITEM NO. 11.22

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School Board of Manatee County and BayCare Health System, Inc. for Clinical Experience for Students and Programs at Manatee Technical College (MTC) for the 2024-2027 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for EMT/Paramedic, Surgical Technology, Allied Health, Nursing, Pharmacy Technician: BayCare Health System, Inc.

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

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

Recommendation
The Superintendent recommends approval of the agreement between the School Board of Manatee County and BayCare Health System, Inc. for clinical experience for students and programs at Manatee Technical College (MTC) for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement with BayCare Health

AFFILIATION AGREEMENT

This Affiliation Agreement ("**Agreement**") is effective as of the date of last signature hereto ("**Effective Date**") by and between BayCare Health System, Inc., a Florida not-for-profit corporation, and its hospitals, facilities, affiliates, and/or subsidiary companies (collectively, "**BayCare**"), and The School Board of Manatee County, Florida d/b/a Manatee Technical College ("**School**").

RECITALS

WHEREAS, BayCare provides health care services throughout the greater Tampa Bay Area, Florida (each, a "**Site**," and collectively, the "**Sites**");

WHEREAS, School offers various programs of study for students ("**School Programs**"), which programs are more particularly described on Attachment A (School Programs); and

WHEREAS, School desires that Students (as defined below) in the School Programs obtain experience at the Sites, and BayCare desires to provide such experience to Students (as defined below).

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**.

1.1 **De-Identified Information**. "**De-Identified Information**" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. De-Identified Information does not contain: (i) names; (ii) addresses containing more than a State and/or the first three (3) digits of a zip code; (iii) any element of a date, including date of birth and admission/discharge date; (iv) an individual's age if greater than eighty-nine (89); (v) numbers (e.g., telephone, fax, social security, account, medical record, or license); (vi) e-mail addresses; (vii) full face photographs, et al. (*Reference: HIPAA 45 CFR §164.514*).

1.2 **Faculty Member**. "**Faculty Member**" means a faculty member of School who may be on-site at a Site pursuant to this Agreement.

1.3 **Policies**. "**Policies**" means the bylaws, rules, regulations, protocols, policies, and procedures of BayCare, a Site, or a Site's medical staff.

1.4 **Student**. "**Student**" means a student who is participating in a School Program and who obtains training at a Site pursuant to this Agreement.

2. **Term**.

2.1 **Term**. This Agreement shall commence on the Effective Date and continue until the later of two (2) years or the end of School's then current academic semester, unless terminated sooner as provided herein. This Agreement may be renewed upon the mutual written agreement of the parties.

2.2 **Termination**. The Agreement may be terminated as follows:

(a) **Termination for Cause**. Either party shall be entitled to terminate this Agreement for cause upon thirty (30) days advance written notice to the other party; provided, however, the breaching party has not cured the breach within such thirty (30) day period. Such notice shall specify with reasonable detail the nature and extent of the breach.

(b) **Automatic Termination**. This Agreement will be terminated automatically and immediately if one of the following events occurs: (i) for a period of thirty (30) days or longer, the suspension or restriction of licenses, accreditation, certificates, or other authorities of the Sites or of School that are needed to provide services pursuant to this Agreement; (ii) inability of the Sites to operate due to: (a) loss of license or accreditation, or (b) an act of God, natural disaster, fire, strike, labor dispute, or any other reason beyond the Sites' control which results in the inability of the Sites to operate for a period of thirty (30) consecutive days; (iii) the failure of School to cooperate on a reasonable basis with BayCare's risk management, quality improvement, or peer review programs (or otherwise abide by the Policies) after School has been given at least thirty (30) days written notice from BayCare and School has then failed to take reasonable steps to ensure that such a failure does not occur in the future; and (iv) exclusion or sanction of School from a Governmental Program as set forth in Section 4.6 (Excluded Provider).

(c) **Termination without Cause**. Either party may terminate this Agreement at any time without cause and without penalty by giving the other party at least thirty (30) days prior written notice.

(d) **Effects of Termination**. Upon termination of this Agreement, neither party will have any further obligation, except: (i) each party shall be responsible for obligations incurred prior to the date of termination; (ii) each party shall be responsible for provisions of this Agreement which by their express or implied terms are intended to survive termination of this Agreement; and (iii) any Student(s) currently enrolled in a School Program shall be entitled to continue to participate in Site Activities (as hereinafter defined) until the end of School's then-current academic semester, under the same terms and conditions as set forth in this Agreement.

3. **BayCare Responsibilities, Covenants, and Authority**.

3.1 **Assignment**. BayCare agrees that School may assign Students to observe and/or obtain practice experience in programs or departments of the Sites (each, a "**Site Activity**," and collectively, the "**Site Activities**"); provided, however, that each Student must be accepted by BayCare, in its sole discretion, before he or she may participate in a Site Activity. BayCare shall not be obligated to offer any Student the opportunity to participate in a Site Activity based solely on the existence of this Agreement. Each patient shall have the right to determine whether a Student may participate in his or her care as a Site Activity.

3.2 **Access to Sites**. BayCare agrees to allow Students to access the Sites in order to meet the goals and objectives of a School Program.

3.3 **Accessibility of Policies**. BayCare shall ensure that applicable Policies are at all times accessible to Students.

3.4 **Responsibility for Patient Care**. BayCare, at all times, shall have the sole and absolute authority to determine who will be accepted as a patient to a Site and shall have ultimate responsibility for the care and treatment of any patients of a Site.

3.5 **Responsibility for Student Health and Safety**. BayCare shall arrange for immediate emergency care in the event of a Student's accidental injury or illness, but shall not be responsible for any costs incurred as a result of such injury or illness, including, but not limited to, follow-up care or hospitalization.

3.6 **BayCare's Removal of Students**. BayCare, at any time, in its sole discretion, may suspend or remove from participating in Site Activities any Student whose conduct or work with patients or personnel is not in accordance with the Policies and/or standards of performance.

4. **School Responsibilities, Covenants, and Authority**.

4.1 **School Program Curriculum**. School shall be responsible for the content and quality of Student education at the Sites; provided, however, that BayCare shall be allowed to access the current curriculum, course objectives, and syllabus of the School Program.

4.2 **Scheduling**. The parties shall mutually agree on the number of Students who may participate in each Site Activity, on the time at which each Site Activity shall take place, and on a detailed schedule, which shall include the name and phone number of each participating Student, and the dates and times of the Site Activity(ies) in which he or she will be participating. In the event that a Student is no longer participating in any Site Activity for any reason, School must promptly notify BayCare of such change. School shall only allow those Students to participate who have received appropriate training and have an appropriate level of knowledge and skill. School shall create the schedule without regard to race, creed, color, sex, religion, national origin, or veteran status.

4.3 **Compliance with Policies**. School shall require each Student to comply with the Policies and to participate in any orientation or educational activity as requested or required by BayCare. School shall also require each Student to comply with the terms of BayCare's Employee Health Requirements for Clinical Contractors, which is attached hereto as Attachment B (Employee Health Requirements), and BayCare's Team Resources Contractor Requirements, which is attached hereto as Attachment C (Team Resources Contractor Requirements). Upon BayCare's request, School shall provide BayCare with verification of compliance with Attachment B (Employee Health Requirements) and Attachment C (Team Resources Contractor Requirements). Notwithstanding the foregoing, BayCare shall provide the necessary compliance verification of any Student who is employed by BayCare or a Site.

4.4 **Supervision and Evaluation**. At all times during the Term of this Agreement, School shall have sole responsibility for Students. School shall be responsible for providing appropriate and adequate instruction, supervision, guidance, and evaluation of its Students, and shall ensure that all procedures performed by the Students are performed under the direct supervision of School; provided, however, that if no Faculty Member is on-site at a Site, all procedures performed by the Students shall be performed under the direct supervision of an employee or independent contractor of BayCare. For purposes of this Section, the term "direct

supervision" shall mean supervision by a health care practitioner or other applicable professional who is immediately available.

4.5 **School's Removal of Students**. If School determines that a Student's progress, conduct, or work does not meet the standards of BayCare, any Site, any Site's medical staff, or School, School shall suspend or remove the Student from participating in Site Activities, and shall promptly notify BayCare of such suspension or removal.

4.6 **Excluded Provider**. School represents that neither it, nor any of its employees, agents, independent contractors, or Students have: (i) been excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any governmental program, including but not limited to, the Medicare and Medicaid Programs (collectively, the "**Governmental Program**") or is about to be excluded, debarred, suspended, or otherwise determined to be, or identified as, ineligible to participate in any Governmental Program; (ii) received any information or notice, or become aware, by any means or methods, that it is the subject of any investigation or review regarding its participation in any Governmental Program; or (iii) been convicted of any crime relating to any Governmental Program. School agrees to notify BayCare immediately if it becomes aware of any of the foregoing information, notice, actions, or events during the Term. In the event that School is excluded from any Governmental Program, the Agreement shall immediately terminate. In the event that any of School's subcontractors, employees, or Students is excluded from any Governmental Program, School must immediately remove that subcontractor, employee, or Student from participating in Site Activities.

4.7 **Ownership of Reports, Records, and Documents**. School acknowledges that all reports, records, and supporting documents prepared in connection with this Agreement (including, but not limited to, case histories, x-ray films, and files and records of any type concerning patients consulted, interviewed, or treated or cared for by a Site, or any Student) are the sole property of BayCare, and BayCare shall be deemed the records owner of all such reports, records, and supporting documents. School shall inform each Student that they must diligently and timely complete and sign all entries in the Sites' patient records, and not remove any such property from the Sites. In the event that a Student fails to timely complete and sign all entries in the Sites' patient records in accordance with the Policies, BayCare may immediately remove the Student from any Site.

4.8 **Access to Books, Documents, and Records**. If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after participating in Site Activities pursuant to this Agreement, School agrees, and will cause School's employees, agents, independent contractors, and Students to agree, to make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of School, and School's employees, agents, independent contractors, or Students that are necessary to certify the nature and extent of costs incurred for such Site Activities. If this Agreement permits the use of subcontractors, and School carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand and No/100 Dollars ($10,000.00) or more over a twelve (12) month period, School will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after participating in Site Activities pursuant to said contract, subcontractor will make available, upon written request of the Secretary of Health and Human Services or the Comptroller

General of the United States, or any of their respective duly authorized representatives, copies of records of subcontractor that are necessary to certify the nature and extent of costs incurred for such Site Activities. If any such request for books, documents, and records is made, School, and School's employees, agents, independent contractors, or Students are required to immediately give notice of such request to BayCare and provide BayCare with a copy of such request. School agrees, thereafter, to cooperate, and cause School's employees, agents, independent contractors, or Students to cooperate, with BayCare concerning the proper response to such request. School is required to, and will cause its employees, agents, independent contractors, or Students to provide BayCare or its designees with a copy of each such book, document, and record made available to the aforementioned bodies and their duly authorized representatives or to identify each such book, document, and record and grant BayCare or its designees access thereto for review and copying. In the event that School, or School's employees, agents, independent contractors, or Students fail to make such books and records available to the Comptroller General or the Secretary of Health and Human Services upon request, and BayCare or a Site is denied reimbursement as a result of such failure, School agrees to indemnify BayCare or the Site (as applicable) for such loss of or reduction in reimbursement, subject to any sovereign immunity statutes, rules, or regulations applicable to School.

4.9 **Faculty Members**. School shall ensure that any Faculty Member who presents on-site at a Site shall meet the same requirements (including, without limitation, the requirements set forth in Section 4.3 (Compliance with Policies)) and shall be bound by the same terms and conditions as the Students. For the sake of clarification, if a Faculty Member presents on-site at a Site, all references herein to "Student" or "Students" shall be interpreted as "Student and Faculty Member" or "Students and Faculty Members," as applicable.

5. **Confidentiality**.

5.1 **Confidential Information**. The parties each acknowledge that, as a result of this Agreement, they may become informed of, and have access to, valuable and confidential information of the other party, including, without limitation, pricing information, fees, budgets, charges, protocols, policies, staffing, business planning, and strategies ("**Confidential Information**"). Accordingly, except as required by law, each party and its employees, agents, independent contractors, and Students will not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer, or otherwise disclose to any person, corporation, or other entity, any of the Confidential Information of the other party without the prior written consent of the other party, with the exception of disclosure to responsible officers and employees of the party receiving the Confidential Information, state licensing agencies, the Joint Commission, and other responsible persons who are in a contractual or fiduciary relationship with the receiving party. Each party's obligations and agreements under this Section shall not apply to any Confidential Information that: (i) was known to either party prior to the disclosure by the other; (ii) is or becomes generally available to the public other than by breach of this Agreement; or (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party.

5.2 **Confidential Terms of Agreement**. School will not, at any time, either during or subsequent to the Term, reveal, directly or indirectly, the terms of this Agreement to any person, corporation, or other entity without BayCare's prior written consent, except when required

by law or court order or as necessary to enforce this Agreement. If BayCare gives School written consent to disclose the terms of this Agreement to School's agent, employee, or Student, School shall obtain from that agent, employee, or Student a confidentiality agreement containing the same terms (and imposing upon such person the same obligations with respect to the terms) as are contained herein. School shall deliver such agreement to BayCare.

5.3 **HIPAA**. In connection with this Agreement, School, and School's employees, agents, independent contractors, and Students may receive from BayCare or a Site "protected health information" ("**PHI**"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (as amended) (collectively, "**HIPAA**"). School agrees to use and disclose such PHI only for purposes of participating in Site Activities under this Agreement and for other purposes allowed by HIPAA. Neither School nor School's employees, agents, independent contractors, or Students may use or disclose the PHI in a manner that would violate the requirements of HIPAA. School, and School's employees, agents, independent contractors, and Students may only use De-Identified Information (as defined by HIPAA and in Section 1.1 (De-Identified Information)) for the purpose of meeting the obligations outlined in the course objectives, curriculum, and/or course syllabus. Students may not copy, print, or remove from the Site any portion of a medical record containing individually identifiable information unless identifiable PHI is the minimum necessary required to be used outside of the Site for such purposes, and a valid HIPAA authorization, as defined in 45 CFR §164.508, is obtained prior to such use and disclosure of the PHI outside of the Site.

5.4 **Request for Confidential Information or Terms**. If School receives a request to disclose either Confidential Information or the terms of this Agreement under the terms of a subpoena or other order by a court of competent jurisdiction or by a governing agency, School will: (i) consult with BayCare on the advisability of taking steps to resist or narrow that request; (ii) if disclosure is required, furnish only such portion of the Confidential Information or the terms of this Agreement as School's counsel determines, in writing, that School is legally required to disclose; and (iii) cooperate with BayCare in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information or the terms of this Agreement that is required to be disclosed.

5.5 **Return of Confidential Information**. All tangible Confidential Information and other documentation supplied either directly or indirectly pursuant to this Agreement, including all copies thereof, or reproductions or drawings made therefrom, shall remain the property of the disclosing party and shall be returned immediately upon written request by the disclosing party or upon expiration of this Agreement.

5.6 **Breach of Confidentiality**. In the event that either party breaches any of the provisions in Section 5 (Confidentiality), the extent of actual damages sustained will be difficult to ascertain, and compensation at law will be inadequate. Therefore, each party expressly agrees that it shall have the right to injunctive relief for breach of such provisions. The breaching party shall pay all attorneys' fees and court costs regarding any legal or equitable action that the non-breaching party takes to enforce the provisions of Section 5 (Confidentiality).

6. **Indemnification**. To the extent permitted by law and subject to any sovereign immunity statutes, rules, or regulations applicable to School, each party agrees to be fully responsible for, and agrees to indemnify, defend, and hold the other party harmless against, all

claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney and paralegal fees and expenses) resulting from or arising in connection with: (i) any breach by the indemnifying party or any of its employees, independent contractors, or, if applicable, Students of the indemnifying party's obligations under this Agreement; or (ii) any claim made by a third party based upon any negligent or willful act or omission by the indemnifying party or any of its employees, independent contractors, or, if applicable, Students in connection with the indemnifying party's obligations under this Agreement.

7. **Insurance**.

7.1 **School's Insurance Requirement**. School shall obtain and maintain professional liability and general liability insurance in the minimum amounts of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate per annum that provides coverage for the activities that any Student participates in pursuant to this Agreement. Such insurance shall be written through an insurance company satisfactory to BayCare, which approval should not be unreasonably withheld, and evidence of professional and general liability insurance coverage shall be provided to BayCare annually unless requested earlier. School shall give BayCare thirty (30) days prior written notice to the extent School has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify BayCare. In the event that School maintains claims-made coverage, and School's coverage is terminated within eight (8) years of the date on which School ceases to participate or have its Students participate in Site Activities pursuant to this Agreement, School shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of eight (8) years from the last date on which School, or a Student 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 BayCare as provided in Section 2.2 (Termination). If School fails to purchase the required tail or prior acts coverage, or ensure that the alternate coverage as described herein is obtained, BayCare may, but will have no obligation to do so, purchase such tail coverage on behalf of School.

7.2 **BayCare's Insurance Requirement**. BayCare shall obtain and maintain professional liability and general liability insurance in the minimum amounts of one million dollars ($1,000,000.00) per claim and three million dollars ($3,000,000.00) in the aggregate per annum that provides coverage for activities that the Sites and their employees participate in pursuant to this Agreement. Such insurance shall be written through a self-insurance program. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. BayCare shall give School thirty (30) days prior written notice to the extent BayCare 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 BayCare maintains claims-made coverage, and BayCare's coverage is terminated within eight (8) years of the date on which School ceases to participate or have its Students participate in Site Activities pursuant to this Agreement, BayCare shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of eight (8) years from the last date on which on which School, or a Student 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 as provided in Section 2.2 (Termination). If BayCare fails to purchase the required tail or prior acts coverage, or

ensure that the alternate coverage as described herein is obtained, School may, but will have no obligation to do so, purchase such tail coverage on behalf of BayCare. Notwithstanding the requirements of this Section, BayCare may elect to satisfy any or all of the above insurance requirements and/or deductibles by use of self-insurance, and/or a captive insurance company owned by BayCare. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by BayCare shall be assumed by, for the account of, and at the sole risk of BayCare.

8. **Financial Support**. BayCare is not responsible for financial support of the Students, or the School Programs.

9. **Miscellaneous**.

9.1 **Independent Contractor**. School acknowledges that it is at all times acting as an independent contractor under this Agreement. Nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. School has no authority to enter into any contract or incur any other obligation on behalf or in the name of BayCare, except as otherwise provided for herein. School will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, subcontractors, and/or Students, including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state, and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons. Except as expressly provided for in this Agreement, BayCare will not exercise control or discretion over the manner or method by which School provides training to Students pursuant to this Agreement, provided always that such training will be provided in a manner consistent with professional standards governing that training.

9.2 **Publicity/Advertising**. BayCare has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use BayCare's name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("**Publicity/Advertising Requests**") must be submitted in writing to BayCare for review and approval. School agrees that BayCare will approve or disapprove all Publicity/Advertising Requests in its sole discretion. In the event that BayCare notifies School of any breach of this clause, School shall immediately cease and desist the breaching conduct, and BayCare shall be entitled to terminate this Agreement.

9.3 **Assignment**. No assignment of this Agreement or the rights and obligations hereunder will be valid without the specific written consent of both parties hereto, except that this Agreement may be assigned by BayCare to a parent, affiliate (whether by contract or ownership), subsidiary, or successor in interest of BayCare.

9.4 **Notices**. Any notice required or permitted to be delivered under this Agreement shall be sufficient if in writing, and if delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

If to School:	School Board of Manatee County, Florida Operating as Manatee Technical College 215 Manatee Avenue West Bradenton, Florida 34205
With a copy to:	Manatee Technical College Attention: Assistant Director East Campus 5520 Lakewood Ranch Boulevard Bradenton, Florida 34211
If to BayCare:	BayCare Health System, Inc. Attention: Education Services – Team Resources 2985 Drew Street Clearwater, Florida 33759
With a copy to:	BayCare Health System, Inc. Attention: Legal Services Department 2985 Drew Street Clearwater, Florida 33759

Any notice delivered in person shall be deemed delivered on the date of personal delivery. Any notice sent by certified mail shall be deemed delivered when received. Any party wishing to change such party's address from that set forth in this Section may do so by delivering written notice in compliance with the provisions of this Section.

9.5 **Governing Law**. This Agreement has been executed and delivered (and will be construed and enforced) in accordance with the laws of the State of Florida, without regard to Florida's conflicts of laws principles.

9.6 **Venue and Jurisdiction**. All disputes directly or indirectly related to this Agreement shall be litigated solely in the state and federal courts with jurisdiction over Hillsborough County, Florida and no other place, and School and BayCare hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts. Each party waives all rights to any trial by jury in all litigation relating to or arising out of this Agreement.

9.7 **Attorneys' Fees and Costs**. To the extent permitted by law and subject to any sovereign immunity statutes, rules, or regulations applicable to School, in the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivering charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

9.8 **Force Majeure**. Neither party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God,

acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

9.9 **No Waiver**. Failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Agreement.

9.10 **Severability**. If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.

9.11 **Amendments**. This Agreement may not be modified, amended, or renewed except in writing, signed by both parties.

9.12 **Entire Agreement**. This Agreement, and all Attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect.

9.13 **Execution**. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

9.14 **Survival**. Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect after such expiration or termination.

9.15 **Compliance with Laws**. BayCare and School agree to comply with all federal, state, and local laws applicable to the services provided pursuant to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BAYCARE HEALTH SYSTEM, INC.	**THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA D/B/A MANATEE TECHNICAL COLLEGE**
By:_____	By:_____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____

Superintendent, School District of Manatee County

Date_____ By:

_____

Chair, School Board of Manatee County

Date_____ By:

_____

Kevin Pendley, General Counsel

ATTACHMENT A

SCHOOL PROGRAMS

The following School Programs have been approved for clinical rotations at a Site pursuant to this Agreement:

NAME OF PROGRAM	DIPLOMA/CERT/DEGREE
EMT/Paramedic	Certification
Surgical Tech	Certification
Allied Health	Certification Program
Nursing	LPN
Pharmacy Tech	Certification

ATTACHMENT B

EMPLOYEE HEALTH REQUIREMENTS

Definitions:

"**Student**" means a student(s) who is (are) participating in a School Program and who participates in activities at a BayCare Site pursuant to this Agreement.

Responsibilities of the School: The School shall ensure that all Students, prior to working at a BayCare Site, will comply with State and Federal rules and regulations and are in compliance with any criteria provided by BayCare.

All Students in a clinical environment will:

a) Receive, or provide declination regarding, the Hepatitis B vaccination series, and receive instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

b) Receive written direction from School in regards to follow-up procedures for post-exposure medical evaluation and treatment for a blood/bloody body fluid exposure. Each Student will report an exposure to School and then to BayCare Employee Health. A "Patient/Visitor Occurrence Report" should be completed. Follow-up care will be provided by the Student's or School's provider as defined by School. After a review of the exposure details, BayCare Employee Health or their designee may facilitate patient/source testing consistent with state and federal law at no cost to the patient/source. Source patient results and other information remain confidential between the organization, authorized treating provider, and the exposed healthcare worker.

c) The Centers for Disease Control and Prevention ("**CDC**") recommend airborne isolation for patients with known or suspected pulmonary tuberculosis. Non-immune healthcare workers should not provide care for patients with chicken pox, measles, or smallpox. Non-team members should not enter the room or be assigned to these specific patients unless fit tested for an N-95 NIOSH approved respirator.

d) Provide proof of vaccination or titer immunity to Rubella, Rubeola, Mumps and Varicella (Chicken Pox) consistent with CDC and Health and Human Services recommendations.

e) Possess documentation of a physical examination indicating they are able to physically perform the essential duties of the position, with or without reasonable accommodations, and are free of communicable disease, which could be transmitted, to a patient, visitor, or BayCare team member during the performance of their normal job duties.

f) Proof of TB Skin Test ("**TST**") in previous ten (10) weeks of placement in a BayCare facility. If the Student has been associated with School with no break of association and completed the TST within the past twelve (12) months the TST will be acceptable. A negative

blood test for TB, performed within the past ten (10) weeks, can serve to replace the TB Skin Test. If the Student has presented documentation of a previously positive TB Skin Test, School shall ensure that the Student provides BayCare with the results of a chest x-ray that was performed within one (1) year, and shall complete a TB questionnaire documenting the absence of unexplained TB symptoms. No routine repeat chest x-rays will be required until the Student has documented unexplained symptoms.

g) Possess a negative five (5) panel urine drug screen on file with no break in service of more than thirty (30) days. BayCare or School may require a new drug screen and/or alcohol testing at any time for reasonable suspicion. If required, School will ensure the reasonable suspicion test is performed within two (2) hours of the request and the Student will not work at BayCare's facility until a negative result is determined. Positive results will be handled by School according to Florida state law and any applicable professional regulatory guidelines.

h) Annually, Students are requested to provide proof of flu vaccination or attestation to their School representative. Proof of vaccination may also be requested to be shown to the work area supervisor. Students and Faculty who do not receive the flu vaccine are requested to complete declination form that will be maintained in their School file. Students and Faculty who do not have the appropriate proof of vaccination are encouraged to wear a surgical mask from October 1st to March 31st while in any BayCare facility.

i) Receive instruction regarding, and understand, the appropriate process to be followed in the event of injury, illness, or exposure to pathogens. BayCare assumes no responsibility for School's treatment or workers' compensation process for its Students or for any charges arising from any Student injury/illness.

j) Follow BayCare's guidelines, protocols, and procedures for Contagious Diseases and Influenza-Like Illness. This includes personal protective equipment usage, proper hand washing, and exposure and symptom reporting and work status. Any School or Student who has any flu-like symptoms or influenza-like-illness ("**ILI**") defined as fever greater than one hundred degrees Fahrenheit (100° F), sore throat, cough, rhinorrhea or runny nose, congestion, vomiting, and diarrhea, is NOT permitted to report to any BayCare facility.

COVID-19 Vaccination Program and Reporting

1. The COVID-19 vaccination is voluntary.

2. BayCare may participate in quality reporting, quality programs, and/or value-based incentive programs set forth by the Centers for Medicare & Medicaid Services ("**CMS**") in addition to any other agency, as applicable and/or required.

3. Accordingly, whether Students choose to complete the COVID-19 Vaccine Attestation or Declination form **shall not** impact their status as a Student, **shall not** impact employment opportunities, and **shall not** impact their ability to gain access to, enter upon, or obtain services from any BayCare facility.

ATTACHMENT C

TEAM RESOURCES CONTRACTOR REQUIREMENTS

Definitions:

"**Student**" means a student(s) who is (are) participating in a School Program and who participates in an activity at a BayCare Site pursuant to this Agreement.

Responsibilities of the School: The School shall ensure that all Students, prior to working at a BayCare Site, will comply with state and federal rules and regulations and are in compliance with any criteria provided by BayCare.

1. School shall:

a) Screen all Students to determine qualifications and competence before making any assignment. School will provide only competent Students to BayCare. Upon request, school will provide documentation of competence and certification for Students.

b) Check backgrounds (including, but not limited to Florida Department of Law Enforcement, employment references, education verification, and fingerprinting, if applicable) and share information with BayCare upon request.

c) Send only Students whose state background checks have been returned without conviction and there is no history of adjudication withheld, unless the background check has been reviewed and approved by BayCare Team Resources. State background checks should include all states in which worker has lived for the past seven (7) years.

d) Comply with Office of Inspector General sanction report requirements.

e) Provide each Student with an identification badge, which must be worn while on BayCare's property.

f) Make available to BayCare, if requested, completed documentation on each Student, to include:

1. Skills checklist;
2. Any applicable license or certification verification (to be maintained on an ongoing basis);
3. Verification of license via primary source upon hire and upon re-licensure close to the time of the license renewal;
4. State background check information;
5. Annual in-service educational programs;
6. Laboratory work;
7. Performance appraisals; and
8. Job descriptions.

g) Provide Insurance as described in Section 7 (Insurance) of the Agreement.

h) Provide Professional Liability/General Liability Insurance as described in Section 7 (Insurance) of the Agreement.

i) Obtain and keep on file the necessary documents on each Student required by the Immigration Reform and Control Act of 1986 to prove either U.S. citizenship or possession of legitimate work documents.

j) Allow for periodic audit by BayCare of those records pertinent to Student requirements, including required immunization and lab work, to such extent as is required by federal law and regulation.

k) Ensure the Students understand and will be compliant with BayCare's standard to have a smoke-free environment as it pertains to each Site.

l) Provide close verbal communications with BayCare to handle any unforeseen situation that might possibly arise.

m) Upon receipt of written documentation, immediately remove any Student, if requested by BayCare, for behavior and/or performance deemed unsatisfactory by BayCare. Students will be required to comply with BayCare's Policies and procedures as well as department-specific requirements.

n) Complete BayCare's annual online training program located at www.baycare.org/onlinetraining (or such other website as may be distributed to School from time to time), and if requested, provide proof of such completion to BayCare prior to placement and on an annual basis thereafter.

Responsibilities of BayCare:

2. BayCare shall:

a) Not discriminate in the assignment of students on the basis of race, creed, color, national origin, sex, age, disability, citizenship status, or veteran status.

b) Not "actively" recruit any personnel presently employed by School.

c) Orient Students to BayCare's corporate compliance process ("Doing the Right Thing").

d) Recognize holidays as being New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving, and Christmas.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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

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

PRODUCER	CONTACT NAME: Annette Decato
Coverage is independently procured by the named insured	PHONE (A/C, No, Ext): 727-519-1325 FAX (A/C, No): 727-519-1276
	E-MAIL ADDRESS: Annette.Decato@baycare.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BCHS Insurance, Ltd.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BAYCHEA-01
BayCare Health System, Inc.
2985 Drew Street
Clearwater, FL 33759

COVERAGES **CERTIFICATE NUMBER:** 1835640535 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HPL2024BCHS-1	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						FireDmg-Any one Fire	$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Claims-Made Form)			HPL2024BCHS-1	1/1/2024	1/1/2025	Each Loss Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contact Address:
BCHS Insurance, LTD - Tel: 1 345 945 1266
18 Forum Lane, 2nd Floor, Camana Bay, Grand Cayman, KY1-1102, Cayman Islands

CERTIFICATE HOLDER

The School Board of Manatee County, Florida dba
Manatee Technical College
215 Manatee Ave. W.
Bradenton, FL 34205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
as insurance manager and authorized representative

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Detail by Entity Name

Florida Not For Profit Corporation
BAYCARE HEALTH SYSTEM, INC.

Filing Information

Document Number	N20088
FEI/EIN Number	59-2796965
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Event Date Filed	06/28/2024
Event Effective Date	06/30/2024

Principal Address

2985 DREW STREET
CLEARWATER, FL 33759

Changed: 03/24/2014

Mailing Address

2985 DREW STREET
CLEARWATER, FL 33759

Changed: 03/24/2014

Registered Agent Name & Address

TOUSE, JENNIFER L
ATTENTION: LEGAL SERVICES DEPARTMENT
2985 DREW STREET
CLEARWATER, FL 33759

Name Changed: 01/26/2022

Address Changed: 03/24/2014

Officer/Director Detail

Name & Address

Title CHAIRMAN

Cantonis, Jim
2985 DREW STREET
CLEARWATER, FL 33759

Title PRESIDENT / CEO

Conners, Stephanie
2985 DREW STREET
CLEARWATER, FL 33759

Title CFO

Polo, Janice
2985 DREW STREET
CLEARWATER, FL 33759

Title SECRETARY/TREASURER

Osterholt, Charles
2985 DREW STREET
CLEARWATER, FL 33759

Title COO

Guy, Kimberly
2985 DREW STREET
CLEARWATER, FL 33759

Title COO

Galdieri, Lou
2985 DREW STREET
CLEARWATER, FL 33759

Annual Reports

Report Year	Filed Date
2023	01/11/2023
2023	03/02/2023
2024	01/05/2024

Document Images

06/28/2024 -- Amended and Restated Articles	View image in PDF format
01/05/2024 -- ANNUAL REPORT	View image in PDF format
03/02/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
10/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/22/2021 -- ANNUAL REPORT	View image in PDF format
04/22/2020 -- ANNUAL REPORT	View image in PDF format

03/18/2019 -- ANNUAL REPORT	View image in PDF format
03/23/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
02/20/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/02/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
03/19/2008 -- ANNUAL REPORT	View image in PDF format
04/13/2007 -- ANNUAL REPORT	View image in PDF format
08/21/2006 -- Amendment	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
07/23/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
12/18/2000 -- Amendment	View image in PDF format
03/16/2000 -- ANNUAL REPORT	View image in PDF format
09/27/1999 -- ANNUAL REPORT	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format
05/08/1998 -- ANNUAL REPORT	View image in PDF format
01/16/1998 -- Amendment and Name Change	View image in PDF format
07/01/1997 -- ANNUAL REPORT	View image in PDF format
06/16/1997 -- AMENDED/RESTATED ARTICLE/NC	View image in PDF format
08/14/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.23

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the 2024-2025 LINE Funds in the Amount of $5,000.00 (Incoming State Grant Funds)

Executive Summary
The LINE Fund is a competitive grant program that provides matching funds, on a dollar-for-dollar basis, to incentivize collaboration between nursing education programs and health care partners to combat the growing nursing shortage in the state. Funds in line item #129 of the 2024 General Appropriations Act provides for the Linking Industry to Nursing Education (LINE) Fund.

Manatee Memorial Hospital has contributed $5,000.00 for the nursing education program at Manatee Technical College, thereby qualifying the District to apply for a dollar-for-dollar match of $5,000.00 in LINE Funds for the 2024-25 fiscal year.

A copy of the LINE grant application is attached for review.

All activities to be carried out with this allocation are funded by state LINE dollars at no material expense to the District. These matching dollars will bring the District $5,000.00. The funds will be used to pay for a comprehensive licensing exam review course for practical nursing education students at MTC. Funds may not be used for indirect costs, new construction, or endowments.

In accordance with section 1009.8962, Florida Statute, the Florida Department of Education will release funds to the District on a dollar-for-dollar basis, subject to funds availability, upon receipt of documentation of the health care partner (Manatee Memorial Hospital) providing the cash contribution to the District.

If Grant is not approved by the School Board, the application will be withdrawn.

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 to apply, accept and expend the 2024-2025 LINE funds in the amount of $5,000.00 (Incoming State Grant Funds).

Financial Impact
Potential for incoming State Grant Funds in the amount of $5,000.00.

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

Attachments:
MTC LINE Grant Application

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Submit application and all documents to FDOE via the FDOE ShareFile.	**Linking Industry to Nursing Education (LINE) Fund** **TAPS Number: 25A307**	Date Received
B) Name and Address of Eligible Applicant: **Manatee County School District** **215 Manatee Avenue W.** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$ 5,000	Contact Name: **Doug Wagner** Fiscal Contact: **Veronica Arellano**	Telephone Numbers: **941-751-7900 x 46001** **941-708-8770 x 41079**
DOE USE ONLY **Total Approved Project:**	Mailing Address: **215 Manatee Avenue W.** **Bradenton, FL 34205**	E-mail Addresses: wagnerd@manateeschools.net arellanov@manateeschools.net
	Physical/Facility Address: **6305 E. State Road 70** **Bradenton, FL 34203**	UID number: **KGXG94KMH65** FEIN number: **59-6000728**

CERTIFICATION

I, **Jason Wysong, Ed.D.**, (Please Type Name) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) _____ **Superintendent** _____

Signature of Agency Head | Title | Date

Pending Board approval.

DOE100A
Revised June 2022

TAPS# 25A307

1. Project Abstract **Linking Industry to Nursing Education (LINE) Fund** **10 Points**

A. Complete the following chart for the proposed project.

Agency Name:	**Manatee County School District (41)**
Agency Type: (Mark with X)	_X_ School district ___ Florida College System institution ___ Independent Colleges and Universities of Florida member ___ Commission for Independent Education member
Agency's Active Programs (Mark with X)	___ Certified Nursing Assistant (CNA) _X_ Licensed Practical Nursing (LPN) ___ Associate in Science in Nursing (ASN) ___ Bachelor of Science in Nursing (BSN) (Pre-licensure)
Amount ($) of Funds Requesting	**$5,000**
Basis for Eligibility Based on Intent-to-Apply (Mark with X all that apply)	___Completion rate of 70 percent or higher for a CNA program _X_NCLEX passage rate of 70 percent or higher for a pre-licensure LPN, ASN, or BSN program

B. **Provide a brief summary of the proposed project** including general purpose, specific goals, purpose of requested funds and significance to increasing the number of trained nurses that will fill the nursing shortage statewide or within your region.

The funds awarded will allow MTC to provide a Comprehensive NCLEX Review class through ATI, a nursing education company, for two of our cohorts. ATI is a nursing education company that provide learning tools and assessments to help nursing students prepare for the NCLEX. This will allow more in-depth preparation and review for our students for when they take the NCLEX exam. Doing this will help increase our NCLEX pass rates, therefore producing more Licensed Practical Nurses to put out into the workforce. The goal is to increase the pass rate from 87.8% to 90% which will in turn increase the placement rate.

Criteria

- *The project purpose is aligned with the funding opportunity intent.*
- *The goals are specific, realistic, and consistent with measurable objectives and outcomes.*
- *The populations served through the project are aligned to the funding opportunity intent.*

2. Health Care Partnership **30 Points**

A. Current partnership agreement between the agency and health care partner.

Manatee Technical College (MTC) and Manatee Memorial Hospital (MMH) have a long-standing partnership, which includes a current educational affiliation agreement whereby together they provide clinical learning experiences for Practical Nursing and other clinical program students. The objectives of the partnership are to advance student education and training, to assist in meeting the demand for nurses and other health care personnel, and to make better health services available to patients in the community. The purpose of the clinical learning experience is to develop students' clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).

Mutual responsibilities include assignment of students and schedule of assignments, each having a designated representative to facilitate a meaningful learning experience, and keeping each other informed of changes in curriculum, program, and staff which may affect the clinical education experience. College responsibilities include notifying MMH of any changes to student status, verifying student background checks and vaccination status, supplying liability insurance, warranting faculty, ensuring patient and facility confidentiality, and complying with MMH policies, rules, and regulations. Hospital responsibilities include retaining responsibility

for patient care, providing students with basic supplies and equipment necessary to carry out the clinical education program, providing staff supervision in conjunction with MTC, orientation training and materials, student/faculty evaluation, and emergency care if needed. The agreement is in effect through June 30, 2026.

B. Total amount of funds committed by the health care partner.

For the purposes of this grant project, MMH will provide MTC with $5,000 cash funding to be used for the funding opportunity intent. MTC will use these contributed funds along with the matching funds from the state to provide our students with a Comprehensive NCLEX Review Class for two of our cohorts (20 students).

C. Statement of need supporting this partnership.

When students participate in clinical learning experiences at the hospital, not only do they obtain valuable hands-on experience, but also placement opportunities at the hospital resulting in permanent jobs for the students after they finish their training. Currently, 100% of MTC PN students go through clinicals at MMH. MMH hired 18% percent of the MTC PN graduates last year. The Comprehensive NCLEX Review Class will support what students learn in clinicals by further preparing them for the NCLEX exam to be licensed to work as nurses in our partner facility. MMH has significant position vacancy and is relying on MTC PN grads to help fill the void.

Criteria

- *The collaborative partnership for developing and implementing the project are realistic and likely to be successful. The specific role, activities and expected contributions of each of the partners are clearly outlined and show strength to support the program.*
- *The need is evident, compelling, and clearly linked to the outcome(s) of the project.*

3. **Purpose of Requested Funds** **40 Points**

Note: Pursuant to Rule 6A-10.0352, F.A.C., "eligible purpose" is defined as "student scholarships, recruitment of additional faculty, equipment, and simulation centers."

A. Describe how the agency plans to use the funds, including the health care partner contribution and requested grant funds.

The cost of the NCLEX review class per student is $500. We would use these funds to pay for 20 students to take the class. This accounts for the total $10,000.00 contribution inclusive of the Manatee Memorial contribution and the grant match.

B. Describe how funds will be utilized to increase student enrollment.

Having a higher completion and NCLEX pass rate will help program credibility and prospective student desire to attend the MTC LPN Program.

C. Describe how such funds will be used to increase program completion.

These funds will allow for MTC to provide the Comprehensive NCLEX Review class which will also further prepare them to take and pass the ATI Comprehensive Exit Exam which is a completion requirement in MTC's LPN program.

D. Complete all applicable fields in the chart below to describe how funds, both the health care partner contribution and requested funds, will be used towards an eligible purpose. Agencies may add additional cost categories not listed above, as long as they meet an eligible purpose.

Cost Categories	Outcome	Expended Funds	Quarter(s) Completed
EXAMPLE: Increase Student Enrollment	Conduct joint outreach activities with health care partner	$10,000	Q1
Increase Student Enrollment			
Increase Program Completion	These funds will allow MTC to provide the Comprehensive NCLEX Review class to two cohorts which will further prepare them to take and pass the ATI Comprehensive Exit Exam, a completion requirement in the MTC LPN program	$5,000	Q1

Recruitment of additional faculty			
Purchase of equipment			
Purchase of simulation center(s)			
Other: Increase NCLEX Pass Rates	Funds will allow more in-depth preparation and review for MTC LPN students to take the NCLEX exam. This preparation will help increase NCLEX pass rates, therefore producing more Licensed Practical Nurses to put into the local/regional workforce.	$5,000	Q1
Total Funds		$10,000	

Criteria

- *The explanation of how funds will be spent is realistic, accurate and clearly relates to and reflects project activities, objectives, and outcomes.*
- *The plan to increase student enrollment and completion is fully described and adequate.*
- *The justifications for expenditures are reasonable and clearly explained.*

4. **Job Placement – Graduates** **0 Points – FIXED REQUIREMENT**

A. Describe how the health care partner will onboard graduates of the agency's nursing program(s). Examples may include centrally organized training, orientation and educational opportunities.

After clinicals, Manatee Memorial Hospital is able to hire our students as Nurse Externs which will allow them to train at the facility prior to licensure. Once they have passed their licensure exam, they are able to transition to a traditional nursing position. Manatee Memorial also participates in our mock in day with MTC LPN students which allows job interviewing and recruitment. Last year, MMH hired 18% of MTC LPN graduates.

B. Describe how the health care partner will retain graduates of the agency's nursing program(s). Examples may include retention bonus structure, mentorship, continuing educational opportunities and performance evaluations. Students who have gone to work for MMH have reported hiring bonuses.

Students who complete clinicals and are hired by MMH enter an externship program in which they are mentored until which time they pass the NCLEX. All MMH employees receive continuing educational opportunities.

5. **Meeting Workforce Demand** **20 Points**

A. Describe the current local and regional vacancies for positions requiring the following credentials:

- **Certified Nursing Assistant (CNA)**

CNA is on the 2023-2025 FL Short Term list and for Workforce Development Area 18 – Manatee and Sarasota Counties, it is on both the 2023-2031 lists of fastest-growing occupations and occupations gaining the most new jobs:

31-1131 Nursing Assistants

Employment (Florida)

2023	2025	Growth	Percent Growth	Total Job Openings
96,500	101,081	4,581	4.75	**32,553**

Job Openings (Workforce Region 18)

Growth	Exits	Transfers	Total Job Openings
338	2,045	2,644	**5,027**

- **Licensed Practical Nursing (LPN)**

LPN is on the 2024-2025 Regional Demand List and the Local Targeted Occupations List for Workforce Region 18 – Manatee And Sarasota Counties. LPN meets regional wage and openings criteria based on state Labor Market Statistics employer survey data. According to https://floridajobs.org/workforce-statistics/data-center/statistical-

programs/employment-projections, LPN is on the 2023-2025 FL Short Term list and for Workforce Development Area 18 – Manatee and Sarasota Counties, both the 2023-2031 lists of fastest-growing occupations and occupations gaining the most new jobs:

29-2061 Licensed Practical and Licensed Vocational Nurses

Employment (Florida)				
2023	**2025**	**Growth**	**Percent Growth**	**Total Job Openings**
39,307	40,954	1,647	4.19	**7,719**

Job Openings (Workforce Region 18)			
Growth	**Exits**	**Transfers**	**Total Job Openings**
161	585	597	**1,343**

- **Associate in Science in Nursing (ASN)/BSN (Pre-licensure)**

Registered Nurse is on the Regional Demand List and the Local Targeted Occupations List for Workforce Region 18 – Manatee And Sarasota Counties. RN meets regional wage and openings criteria based on state Labor Market Statistics employer survey data.

B. Describe how the funds, both health care partner contribution and requested grant funds, will expand the agency's nursing education programs to meet local, regional or state workforce demands.

The funds received from the Manatee Memorial Hospital Foundation and the matching funds from the LINE Grant will allow Manatee Technical College the opportunity to afford LPN students additional instruction, content review, reinforcement, and familiarity with the content and question styles they will see on the Comprehensive Exit Exam and the NCLEX Exam by allowing MTC to purchase the ATI Comprehensive Review Course. This course will result in

increased preparedness for these two exams which in turn will increase the number and percentage of program completers and licensed graduates. Having increased licensed graduates will help the local need for nurses in the facilities by allowing them to fill their nursing position vacancies.

C. *(If applicable)* Describe advanced education nursing programs and how the funds will increase the number of faculty and clinical preceptors and planned efforts to utilize the clinical placement process established in Section 14.36, F.S.

Criteria

- *The responses provide compelling evidence and data of the need of the proposed project.*
- *The justifications for expenditures are reasonable, clearly explained and align with the intent of this project.*

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**Manatee County School District**
B) DOE Assigned Project Number:	
C) TAPS Number:	**25A307**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
5350	310	**Prof/Tech Service**s: Comprehensive NCLEX Live Review for 10 Practical Nursing (PN) students @ $500 (approximately 100 PN students will participate in the review in 2024-25; this grant will pay for 10 students to participate in the review between November 1, 2024 and June 30, 2025)		$ 5,000.00	10%
		D) TOTAL		**$ 5,000.00**	**10%**

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 **DOE 101S**

TAPS# 25A307

Health Care Partner Contribution Certification Form
Linking Industry to Nursing Education (LINE) Fund

Enclosed is the certification form, required for the proposal of the Linking Industry to Nursing Education (LINE) Fund, which is intended to meet local, regional and state workforce demand by recruiting faculty and clinical preceptors, increasing the capacity of high-quality nursing education programs and increasing the number of nursing education program graduates who are prepared to enter the workforce.

To apply for the LINE Fund, this certification form must be completed and signed by an authorized official of both the health care partner and the recipient agency and included in the proposal. Applicants are allowed to have more than one health care partner when applying for the LINE Fund. If an applicant has more than one health care partner, the applicant should submit one proposal with all health care partners with the total funds contributed detailed. Additionally, the applicant should submit this form for each health care provider.

Part I (to be completed by the health care partner)

Please print or type

<table>
<tr><td colspan="4">Health Care Provider Name: Manatee Memorial Hospital</td></tr>
<tr><td colspan="4">Recipient Agency Name: Manatee Technical College, School District of Manatee County</td></tr>
<tr><td colspan="4">Confirmation that health care partner meets eligibility criteria under section 768.38(2), Florida Statutes, (*see note below) and is located and licensed to operate in the State of Florida. (Mark with X)
X Meets criteria
__ Does not meet criteria</td></tr>
<tr><td colspan="3">Mailing Address:
206 2nd St. E.</td><td>Fund, Foundation, Assn. Name (if applicable):
Manatee Memorial Foundation, Inc.</td></tr>
<tr><td>City:
Bradenton</td><td>State:
FL</td><td>Zip Code:
34208</td><td>Total cash contribution:
$ 5,000</td></tr>
<tr><td colspan="2">Name of Authorized Officer:</td><td colspan="2">Title of Authorized Officer:</td></tr>
<tr><td colspan="2">Phone Number of Authorized Officer:</td><td colspan="2">Email Address of Authorized Officer:</td></tr>
<tr><td colspan="4">I certify that the information submitted is correct and represents the health care partner’s intent to make a cash contribution under the provisions of the LINE Fund. It is understood that if the educational institution is awarded a LINE Fund award, the institution will not receive the matching funds until the health care partner’s contribution is received by the institution.

Signature _____ Date _____</td></tr>
</table>

Part II (to be completed by the recipient agency)

Please print or type

Agency Name:	Agency Type: (Mark with X) X School district __ Florida College System institution __ Independent Colleges and Universities of Florida member __ Commission for Independent Education member

Mailing Address: Manatee Technical College, 6305 State Road 70 E. (School District of Manatee County, 215 Manatee Ave. W., Bradenton, FL 34208)		
City: Bradenton	State: FL	Zip Code: 34203
Name of Authorized Officer: Jason Wysong, Ed.D.	Title of Authorized Officer: Superintendent	
Phone Number of Authorized Officer: 941-708-8770	Email Address of Authorized Officer: wysongj@manateeschools.net	

**Note:* Pursuant to Section 768.38(2), a "healthcare provider" is defined as:

- A provider as defined in s. 408.803, F.S.
- A clinical laboratory providing services in this state or services to health care providers in this state, if the clinical laboratory is certified by the Centers for Medicare and Medicaid Services under the federal Clinical Laboratory Improvement Amendments and the federal rules adopted thereunder.
- A federally qualified health center as defined in 42 U.S.C. s. 1396d(l)(2)(B), as that definition exists on the effective date of this act.
- Any site providing health care services which was established for the purpose of responding to the COVID-19 pandemic pursuant to any federal or state order, declaration, or waiver.
- A health care practitioner as defined in s. 456.001, F.S.
- A health care professional licensed under part IV of chapter 468.
- A home health aide as defined in s. 400.462(15), F.S.
- A provider licensed under chapter 394 or chapter 397 and its clinical and nonclinical staff providing inpatient or outpatient services.
- A continuing care facility licensed under chapter 651.
- A pharmacy permitted under chapter 465.

Project Performance Accountability Form
Submit this form with the grant proposal
(DO NOT ALTER THIS FORM)

Definitions

- **Scope of Work-** The major tasks that the grantee is required to perform
- **Tasks-** The specific activities performed to complete the Scope of Work
- **Deliverables-** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence-** The tangible proof
- **Due Date-** Date for completion of tasks
- **Unit Cost-** Dollar value of deliverables

Scope of Work Tasks/Activities	Deliverables	Evidence (verification)	Due Date (completion)	Unit Cost
Expend funds on LINE Fund eligible purposes, as defined in Rule 6A-10.0352(2)(e).	Expend funds to increase the capacity of high-quality nursing education programs and increase number of nursing education program graduates who are prepared to enter the workforce.	• Grant Activity Summary Report • DOE399 (FDOE Project Disbursement Report)	Quarterly Fiscal and Performance Reports: • April 15, 2025 • July 15, 2025	• Cost reimbursement • Agencies will provide a DOE399 to validate the actual cost

AGENDA ITEM NO. 11.24

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Charitable Contribution Agreement with Florida Power and Light, and Acceptance of a One-Time Only Charitable Contribution of Electrathon America Electrical Vehicle Kit and Teacher Stipend for the 2024-2025 School Year with a Total Estimated Value of $8,500.00 (Incoming Donation)

Executive Summary
Manatee County Schools has always been a leader in technology and STEM related opportunities. The Electrathon project sponsored by Florida Power and Light (FPL) offers students the opportunity to learn Science, Technology, Engineering and Math (STEM) through a work-based, hands-on project. Students will be able to plan, design, build and test an electric vehicle (EV) that could be used in local competitions while expanding and energizing students for future STEM careers.

This agreement allows FPL to donate the Electrathon America electric vehicle build kit which is valued at approximately $6,000.00 for students in or outside of the Automotive Program at Parrish Community High School (PCHS). The kit includes equipment for building, maintenance, safety, and racing the EV. The PCHS automotive instructor would be the sponsor of an after-school club that would design, build and race the EV in order to participate at Electrathon America events. The teacher would receive approximately $2,500.00 from FPL for the first year of participation, teaching and training. Additional resources could be purchased for the program in the future based on the needs of the program, such as an additional EV if the instructor desires to expand the team. As the team grows, PCHS could sponsor Electrathon America events in the local community raising awareness of the potential and design of electric vehicles.

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 of the Charitable Contribution Agreement with Florida Power and Light, and acceptance of a one-time only charitable contribution of Electrathon America electrical vehicle kit and teacher stipend for the 2024-2025 school year with a total estimated value of $8,500.00 (Incoming Donation).

Financial Impact
There will be no cost to the General Fund. Approval of this item accepts a donation valued at $8,000.00.

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

Attachments:
FPL Charitable Contribution Agreement

CHARITABLE CONTRIBUTION AGREEMENT

This Charitable Contribution Agreement ("Agreement") is made and entered into, effective this 6 day of September, 2024, by and between the School District of Manatee County ("Recipient") and Florida Power & Light Company ("FPL") (FPL and Recipient are each referred to herein individually as a "Party" and collectively as the "Parties"), with reference to the following:

1WITNESSETH:

WHEREAS, Recipient, a school district, school, or educational organization, provides educational enrichment and STEM learning opportunities to high school students; and

WHEREAS, FPL wishes to make a charitable contribution to Recipient as described herein;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – PARTIES' OBLIGATIONS

1.1 **FPL Responsibilities.** FPL agrees that it will contribute to Recipient the amounts, labor and/or equipment as set forth on Exhibit A hereto, which is hereby incorporated by reference into this Agreement ("Contribution") to be used by Recipient solely for its charitable purposes. The Contribution is provided "as is" without warranty of any kind, express or implied, provided that Recipient may be entitled to equipment manufacturer warranties that pass through to Recipient as end-user of applicable equipment.

1.2 **Recipient Responsibilities.**

1.2.1 Recipient will perform the obligations as set forth in this Agreement, including in Exhibit B hereto, which is hereby incorporated by reference into this Agreement.

1.2.2 Recipient will hold harmless, indemnify and defend FPL, its affiliates and parent companies, and each of their officers, directors, agents, employees, successors and assigns against all liability, claims, judgments, damages or costs whatsoever arising from (i) injury to, or death of any person or persons or the loss or damage to any property arising out of the performance under this Agreement or resulting from any negligence or failure to act by Recipient or any of its contractors, subcontractors, employees, agents, or representatives; or (ii) actual or alleged infringement of any patent, copyright, trademark or other intellectual or privacy right of a third party by Recipient or any of its contractors, subcontractors, employees, agents, or representatives in connection with the Contribution. Nothing herein shall be deemed to be a

waiver by the Recipient of sovereign immunity or any of its rights, privileges, immunities or limits of liability existing under S768.28, Florida statutes.

1.2.3 Recipient warrants and covenants that the Contribution shall be used only in connection with the Contribution and for the purposes set forth in this Agreement.

1.2.4 Recipient warrants that it is, and shall remain during the term of this Agreement, either a tax-exempt organization under the Internal Revenue Code, a public school, or a registered organization providing educational enrichment and STEM learning opportunities to high school students in Florida. If Recipient no longer provides these services, or if Recipient loses its tax-exempt status or is no longer a public school, this Agreement is terminated and Recipient shall immediately notify FPL of its changed status, at which point Recipient must immediately refund the Contribution to FPL paid, and/or allow FPL to repossess any Contribution equipment installed, after the date of such loss of status.

1.2.5 Recipient will appoint an educator, deemed suitable by both parties, to oversee the program and execute the Recipient Obligations as delineated in Exhibit B. In the event suitable leadership cannot be identified, immediate notification will be made to FPL by the Recipient and this Agreement shall be dissolved. If, at any time, this leader vacates their position, Recipient must inform FPL and enter discussions to identify a replacement. FPL will refrain from distribution of Contributions, as detailed in Exhibit A, until this prerequisite is fulfilled.

1.2.6 FPL's obligation to make the Contribution under this Agreement is subject to Recipient's compliance with this Section 1.2.

ARTICLE 2 – TERM AND TERMINATION

2.1 **Term.** This Agreement shall be effective from the Effective Date until the later of completion of the Contribution, unless earlier terminated or renegotiated in accordance with this Agreement.

2.2 **Termination**

2.2.1 **Termination for Default.** Either party, by written notice, may terminate this Agreement in whole or in part for failure of the other party to materially perform any of the provisions herein. If this Agreement is terminated due to the default of Recipient, Recipient is to make best efforts to reallocate resources to a similar education organization or return to FPL so they may reallocate on behalf of Recipient.

2.2.2 **Termination for Convenience.** Either party, by written notice, may terminate this Agreement, in whole or part when it is in the best interest of such party. If this

Agreement is terminated for convenience by Recipient, FPL shall be entitled to a pro rata refund of the unused Contribution funds.

ARTICLE 3 – GENERAL TERMS AND CONDITIONS

3.1 **Publicity.** Except as expressly provided herein, neither FPL nor Recipient shall have the right to use in any way the commercial or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party or its affiliates without such party's prior written consent.

3.2 **Independent Contractor.** FPL and Recipient shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership, or joint venture of employment between Recipient and FPL. None of the personnel under contract to, employed by, or volunteering for Recipient shall be deemed in any way to have any contractual or employment relationship with FPL whatsoever. Recipient shall be solely responsible for the conduct of its employees, personnel, contractors, subcontractors and agents in connection with their performance of Recipient's obligations hereunder.

3.3 **Force Majeure.** No party shall be responsible for delays caused by unforeseeable events beyond its reasonable control, including acts of God, weather delays, and government restrictions.

3.4 **Notices.** All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

If to FPL:

Florida Power & Light Company
Attn: JB/LAW
700 Universe Blvd.
Juno Beach, FL 33408

If to Recipient:

School District of Manatee County
215 Manatee Ave. W
Bradenton, FL 34205

3.5 **Assignment.** This Agreement is not assignable in whole or in part by any party hereto in the absence of the prior written consent of the other party, which shall not be unreasonably withheld; except that no such prior written consent shall be required for assignment of the Agreement by FPL to an affiliate of FPL.

3.6 **Limitations to Liabilities.** In no event shall FPL be liable to the Recipient for indirect, incidental, exemplary, special, punitive, or consequential damages resulting from such FPL's performance, nonperformance or delay in performance of its obligations under this Agreement, or from FPL's delay, termination (with or without cause) or suspension of this Agreement. FPL's total liability to Recipient and any other party in connection with this Agreement will not exceed the fair market value of the Contribution.

3.7 **Waiver of Trial by Jury.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

3.8 **Governing Law.** This Agreement shall be governed in all respects by and construed in accordance with the Laws of the State of Florida without regard to conflicts of law principles. Any action at law, suit in equity or other proceeding against any Party with respect to any term or provision of his Agreement or in connection with an of the transactions contemplated by this Agreement shall be brought and maintained in the Federal District Court, Middle District of Florida, or the Circuit Court of Manatee County, Florida.

3.9 **Survival.** The obligations of the parties hereunder which by their nature survive the termination of the Agreement hereunder, shall survive and inure to the benefit of the parties including but not limited to Sections 1.2.2, 3.1, 3.2, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9 and 3.10.

3.10 **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications, or representations, whether oral or written. This Agreement may not be amended, altered, modified or changed except when approved in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

FLORIDA POWER & LIGHT COMPANY

_____
Signature

_____
Printed Name

_____
Title

_____
Date

SCHOOL DISTRICT OF MANATEE COUNTY

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Exhibit A

Contribution

Florida Power & Light Company shall make charitable contribution of the following resources:

- Electrathon America electric vehicle build kit valued at approximately $6,000 – including equipment deemed necessary by FPL for building, maintenance, safety, and racing.
- Educator stipend for first year of participation valued at $2,500.
- Supplemental resources as required for program participation to be assessed and approved on a case-by-case basis between FPL and Recipient.
- Educator curriculum resources.

Exhibit B

Recipient Obligations and FPL Recognition

The following expectations are associated with acceptance of this charitable contribution:

- Recipient to make reasonable effort to communicate the means in which the Contribution was used, including status of the Contribution throughout build process and beyond, facilitation of FPL visits to assess progress, and any metrics on impact.
- Recipient to use Contribution in-line with established regulations and safety protocols as outlined by Electrathon America program.
- Recipient understands they may be asked to optionally support FPL in activities and events related to Contribution.
- Recipient understands they will be responsible for incidentals and other recurring fees related to the maintenance and ownership of the Contribution.
- Recipient to allow public acknowledgement and recognition as participant in FPL program in-line with acceptance of FPL Contribution.
- Recipient to take measures to ensure materials, supplies and professional development used with Contribution is in compliance with school procedures, district policy, and state statutes.

AGENDA ITEM NO. 13.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting

Title
Public Hearing for Consideration to Adopt and Amend School Board Policies

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Bylaw 0131
Policy 1410
Policy 3410
Policy 2271
Policy 2340
Policy 2370.01
Policy 2371
Policy 2260
Policy 2440
Policy 2460
Policy 3120.03
Policy 3120.08
Policy 4120.03
Policy 4120.08
Policy 3130
Policy 5330.01
Policy 6210
Policy 6320
Policy 7100
Policy 8310
Policy 8406
Policy 8407
Policy 8415
Policy 8420
Policy 9211
Policy 9800

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
October 8 Policies Part One
October 8 Policies Part Two
October 8 Part Three

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on October 8, 2024

Part One

Policy 0131 – Legislative/Policymaking
The revisions to Policy 0131 incorporate F.S. 120.54(f) which provides school boards flexibility to adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute. This language is added so that school boards are aware that policies may be adopted in advance of the effective date of a statute (although the policies may not be effective until the statute upon which they are based are effective).

Policy 1410 – Administrative Salary
Policy 3410 – Compensation
The revisions to Policy 1410 and 3410 are the result of amendments to F.S. 1012.22 (SB 7002). The amendments permit school boards to use advanced degrees in setting a salary schedule for instructional staff and administrators if the degree is held in an individual's area of certification. Before the statutory amendment, compensation for an advanced degree was permitted only in the form of a supplement.

Policy 2271 – Articulation and Access to Florida College System Institutions
The revisions to Policy 2271 are the result of HBs 1285 and 1473. The policy now specifies that articulation agreements may address dual enrollment course offerings both in person and online. Additionally, the policy now requires that when a student is dual enrolled, the Superintendent must inform the postsecondary institution of the arrest of the dual enrolled student within one (1) business day of the Superintendent receiving notice of the arrest from law enforcement.

Policy 2340 – Field and Other District-Sponsored Trips
SDMC revision to policy for better clarification.

Policy 2370.01 – Virtual Instruction
The revisions to Policy 2370.01 incorporate amendments to F.S. 1002.45 (Virtual Instruction Programs) as a result of HB 1285 and SB 7004. The revisions include the following: (1) deletion of the list of various virtual options that must be made available; (2) addition of language regarding virtual student participation in statewide assessments and progress monitoring; (3) deletion of open enrollment notice requirements; and, (4) deletion of a reference to online course requirements for graduation.

Policy 2371 – Hope Scholarships
The revisions to Policy 2371 incorporate amendments to F.S. 1002.40 (The Hope Scholarship Program) based on HB 1403. The policy revisions address program eligibility and School District obligations.

Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity
The revisions are due to the repeal of F.S. 1002.311 (Single-gender programs authorized). Of note, while F.S. 1002.311 was repealed, F.S. 1000.05 still permits students to be separated by sex for a single-gender program, for any portion of a class that deals with human reproduction, or during participation in bodily contact sports. The technical revisions delete legal references to F.S. 1002.311 and the No Child Left Behind Act.

Policy 2440 – Summer Programs

The revisions to Policy 2440 are the result of SB 7004 and include the addition of new provisions related to the operation of VPK programs and coordinated screening and progress monitoring requirements. A legal reference to F.S. 1003.428 has also been removed due to the repeal of the statute.

Policy 2460 – Exceptional Student Education

The revisions to Policy 2460 are part of Neola's ongoing work with clients. In light of frequent changes to state-wide testing programs and exemptions for ESE students, the revisions to Policy 2460 remove outdated exemption language. Legal references to F.S. 1003.4282 and F.A.C. Rule 6A-1.09963 have also been added to the policy.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of LEGISLATIVE/POLICYMAKING
Code	po0131 8/4/24 fsj
Status	
Adopted	November 9, 2016
Last Revised	May 24, 2022

0131 - **LEGISLATIVE/POLICYMAKING**

The School Board is the policymaking body for the School District. After considering recommendations submitted by the Superintendent, the Board shall adopt bylaws and policies for the organization and operation of the Board and efficient operation and general improvement of the School District. The Board, by majority vote, may direct the superintendent to develop policies for recommendation on topics of interest to the Board.

The term "rule" for purpose of this policy is defined in F.S. 120.52; it does not include "curricula by an educational unit". As used in this bylaw, the term "rule" and "policy" shall have the same definition. The development or prescription of curriculum by the Board is removed from the procedural requirements for policymaking.

F.S. 1001.41

The Board may determine policy matters governed by permissive law, but not on matters governed by mandatory law. No policy can be in conflict with the operative law of the State or with State Board of Education rules. Any provision of a collective bargaining agreement which is ratified by the Board and affects collective bargaining members shall prevail over any Board policy conflicting with the agreement during the term of the agreement.

Board adoption of policies or revisions to policies shall be pursuant to Florida statutes.

F.S. 120.536(1), 120.54

Policy Development

The Superintendent shall publish notice of the development of a proposed policy before providing notice of a proposed policy as required below. The notice of policy development shall indicate the subject area to be addressed by policy development; provide a short, plain explanation of the purpose and effect of the policy development; cite specific legal authority for the proposed policy; and state how a person may obtain or access, without cost, a copy of any preliminary draft, if available.

The Board may hold workshops for the purpose of policy development after publication of the notice of policy development.

F.S. 120.54(2)

Adopting Policies

The Superintendent shall present any proposal relating to a policy amendment, the repeal of any policy, or the adoption of a new policy in writing to the Board including a written explanation of the proposal in accordance with Florida law.

A. Notice of Proposed Policy: After the Board has determined that it will give due consideration to the proposal for adoption, amendment, or repeal of a policy, the Superintendent shall give immediate and proper written notice to the public pursuant to the provisions of Florida law. The notice shall include a brief and concise explanation of the proposed policy's purpose and effect, the estimate of economic impact to all individuals affected by the proposed new policy or revision of an existing policy, the legal authority for the Board's action, the location where the text of the proposed revision to current policy or new policy may be obtained or accessed, and the procedure for requesting

a public hearing on the proposed policy.

B. Hearings: Any person who is affected by a proposed policy, policy revision, or the repeal of a policy, may within twenty-one (21) days following notice of the proposal to adopt or repeal such policy, file a written request with the Board for a hearing on the proposed action.

The Board may also, on its own initiative, schedule a public hearing for any proposed policy adoption, revision, or repeal.

C. Rulemaking Record: Any material pertinent to the issues under consideration submitted to the Board within twenty-one (21) days after the date of publication of the notice under paragraph B above or submitted to the Board between the date of publication of the notice and the end of the final public hearing shall be considered by the Board and made a part of the record of the rulemaking proceeding.

D. Board Action: The Board's final vote to adopt, amend, or repeal a policy will occur no sooner than twenty-eight (28) days following publication of the published notice in paragraph A above.

E. The Superintendent shall file immediately in his/her office a copy of any new policy, policy revision, or repealed policy adopted by the Board; policy handbooks and the Board's website shall be updated accordingly.

F. All policies shall become effective upon adoption by the Board, unless another time certain date is specified therein. The Board may adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute, but the policy may not be effective until the statute upon which it is based is effective.

F.S. 120.54

Notices

All notices pertaining to policymaking shall be published:

A. in a newspaper of general circulation in the District;

Internet publication for School District notices under F.S. 50.0211(1)(b) may be made on the website of any newspaper in the county to which the legal notice pertains.

B. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and

C. by posting on the District's website and in appropriate places.

Incorporation by Reference

A policy may incorporate material by reference, but only as the material exists on the date the policy is adopted. For purposes of the policy, changes in material are not effective unless the policy is amended to incorporate the changes. Material incorporated by reference in a policy may not incorporate additional material by reference unless the policy specifically identifies the additional material. The reference in the policy to the material being incorporated must include a date or other designation, so that the reader will know exactly what version of the material has been adopted and made part of the rule.

F.S. 120.54(1)(i)(1)

A District policy that incorporates by specific reference another policy of the District automatically incorporates subsequent amendments to the referenced policy, unless a contrary intent is clearly indicated in the referencing policy. Any notice of amendments to a policy that has been incorporated by specific reference in other policies of the District must explain the effect of the amendments on the referencing policies.

F.S. 120.54(1)(i)(2)

Material may not be incorporated into Board policies by reference unless:

A. the material can be made available for free public access through electronic hyperlink from the Board's website listing the policy and making the reference; or,

B. the District has determined that posting of the material on the internet for purposes of public examination and inspection would constitute a violation of Federal copyright law, in which case a statement to that effect, along with the addresses and locations of the District office at which the material is available for public inspection, is included in the notice required.

F.S. 120.54(1)(i)(3)(17)

Challenge to Existing Policy

Any person substantially affected by an existing Board policy may petition the Division of Administrative Hearings, Florida Department of Administration, to conduct a hearing on the validity of a policy pursuant to Florida statutes. Any hearing examiner's decision which is adverse to the Board or to the person substantially affected may be judicially reviewed.

F.S. 120.56(1)

Challenge to Proposed Policy

Any person who is substantially affected by a proposed policy, policy revision, or the repeal of a policy may, within twenty-one (21) days following notice of intent to adopt or repeal such policy, file a written request with the Board seeking an administrative determination as to the validity of the proposed action.

F.S. 120.56(2)

Emergency Policies

The Board may determine that the public health, safety, or welfare is endangered and that immediate action is required to protect the public interest. When this occurs, the Board, at any meeting in which a quorum is present, may adopt emergency policies, without complying with the waiting period as provided above. The Superintendent shall properly record the effective date for any such emergency policy. Any emergency policy shall not be valid in excess of ninety (90) days from the adoption or effective date.

Public Input and Access to Policies

Any Board employee, citizen, or agency may submit a policy proposal to the Superintendent's office.

A copy of the compiled policies shall be available for inspection in the Superintendent's office.

The Board policies shall also be accessible on the District's website.

Revised 5/24/22

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F.S. 120

F.S. 120.536(1)

F.S. 120.54

F.S. 120.54(1)(i)(1)

F.S. 120.54(1)(i)(2)

F.S. 120.54(1)(i)(3)(17)

F.S. 120.54(2)

F.S. 120.56(1)

F.S. 120.56(2)

F.S. 1001.41

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ADMINISTRATIVE SALARY
Code	po1410 8/4/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	February 13, 2018

1410 - **ADMINISTRATIVE SALARY**

The base salary of all administrators shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board on the recommendation of the Superintendent:

A. the annual salary schedule for District-based administrators;

B. the grandfathered salary schedule for school administrators who were hired before July 1, 2014; and

C. the performance salary schedule for school administrators who are hired after July 1, 2014, and those administrators who have opted into this performance salary schedule.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District

Annual Salary Schedule for District-Based Administrators

The annual salary schedule for District-based administrators shall be used as the basis for paying administrators classified as District-based instructional administrators and district-based non-instructional administrators. For purposes of this salary schedule District-based instructional administrators include assistant, associate, or deputy superintendents and directors of major instructional areas, such as curriculum, Federal programs such as Title I, specialized instructional program areas such as exceptional student education, career education, and similar areas, and non-instructional administrators include assistant, associate, or deputy superintendents and directors of major non-instructional areas, such as personnel, construction, facilities, transportation, data processing, and finance.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned if the degree is held in the administrator's area of certification..

Grandfathered Salary Schedule for School Administrators

The grandfathered salary schedule shall be used as the basis for paying school administrators hired before July 1, 2014. For purposes of this salary schedule, "school administrators" include school principals; school directors who are staff members performing the assigned activities as the administrative head of a school; career center directors; and assistant principals.

The grandfathered salary schedule for school administrators shall base a portion of the school administrator's salary on demonstrated performance as evaluated in accordance with State law and Policy 1220, Evaluation of Administrative Personnel.

The grandfathered salary schedule for school administrators shall provide differentiated pay that is based upon the following District-determined factors:

A. additional responsibilities;

Upon the recommendation of the Superintendent, the Board shall approve a list of additional responsibilities for

which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators who are assigned one (1) or more of the additional responsibilities approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the salary adjustment specified in the Board adopted salary schedule to the school administrators who are assigned additional responsibilities.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this salary adjustment shall be provided to the Board members.

B. school demographics;

Upon the recommendation of the Superintendent, the Board shall approve a list of school demographics for which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators who are assigned to schools that have the demographics that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board adopted salary schedule as a salary adjustment for assignment to a school that has the demographics listed above.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this salary adjustment shall be provided to the Board members.

C. critical shortage areas;

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board-adopted salary schedule as a salary adjustment for the compensation of the school administrators assigned in critical shortage areas.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this adjustment shall be provided to the Board members.

D. level of job performance difficulties;

Upon the recommendation of the Superintendent, the Board shall approve a list of job performance difficulties for which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of staff members whose assignment is characterized by the job performance difficulties that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the adopted salary schedule as a salary adjustment to the school administrators eligible as a result of these job performance difficulties inherent in their assignment.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this adjustment shall be provided to the Board members.

As provided by law, these annual salary adjustments become part of the school-based administrator's base salary for the next school year.

Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award the following salary supplements as annual additions to the salaries:

A. for administrators who were hired before July 1, 2011 for any advanced degree held;

B. for administrators who were hired after July 1, 2011 if they hold an advanced degree in their area of certification.

Performance Salary Schedule for School Administrators

Beginning July 1, 2014, school administrators new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a school-based administrative position in the District shall be placed on the performance salary schedule. After receiving a recommendation from the Superintendent, the Board shall establish the base salary for these school-based administrators.

The base salary for administrators who choose to move from the grandfathered salary schedule to the performance salary schedule will be the salary they received in the prior year, including adjustments only.

A. **Salary Adjustments**

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as highly effective must be greater than the highest annual salary adjustment available to a school-based administrator of the same classification through any other salary schedule adopted by the District.

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as effective must be equal to at least fifty percent (50%), and no more than seventy-five percent (75%), of the annual adjustment provided for a highly effective school-based administrator of the same classification.

The performance salary schedule shall not provide an annual salary adjustment for a school-based administrator who receives a rating other than highly effective or effective for the year.

B. **Salary Supplements**

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the school-based administrator's salary. Salary supplements shall be paid for the following activities:

1. assignment to a Title I eligible school;

   The Deputy Superintendent of Instruction will submit to the Superintendent a list of school-based administrators who are assigned to a Title I school.

   The Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for assignment to a Title I school.

   At a subsequent regular meeting of the Board, the list of administrators who will receive this supplement shall be provided to the Board members.

2. assignment to a school that received an "F" or three (3) consecutive grades of "D" pursuant to the school grading system established by State law;

   The Deputy Superintendent of Instruction will submit to the Superintendent a list of administrators who were assigned to a school that improved by at least one grade level for the previous school year.

   The Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for one (1) year following improved performance in the school regardless of whether or not the administrator is assigned to the school that improved for the current school year.

   At a subsequent regular meeting of the Board, the list of administrators who will receive this supplement shall be provided to the Board members.

3. certification and teaching in the critical teacher shortage areas identified by the State Board of Education and/or District pursuant to State law;

   The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school-based administrators assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

   By October 1st, the Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for the school-based administrators assigned in critical

shortage areas.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board members.

4. advanced degree in the area of certification.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of staff members who have earned advanced degrees in their area of certification.

By October 1st, the Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for the school-based administrators who have earned advanced degrees in their area of certification.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

Credit for Previous Experience

The salary established for District administrators and the base salary established for school administrators under the performance salary schedule will include a credit for previous experience in a position with similar responsibilities, as follows:

A. The minimum time that will be recognized as a year of service is full-time actual service rendered for more than one-half (1/2) of the number of days or more than one-half (1/2) of the number of hours for the normal contractual period of service for the position held. In determining such service, sick leave and paid holidays shall be counted, but all other types of leave and holidays will be excluded.

B. Credit for service in another state or as otherwise allowed under the adopted salary schedule shall be determined by using the minimum service required in this District for a comparable position.

C. Transfer of previous experience in a position with similar responsibilities:

1. will include all previous experience with this District;

2. may not exceed twelve (12) years of experience from other employers;

3. must have been earned in a position that contributed to a State retirement system or at a school that was, at the time the experience was earned, fully accredited by one (1) of the six (6) regional accrediting bodies listed below:

a. Southern Association of Colleges and Schools

b. Western Association of Schools and Colleges

c. Northwest Association of Accredited Schools

d. North Central Association of Colleges and Schools

e. New England Association of Schools and Colleges

f. Middle States Association of Colleges and Schools

D. An employee who claims credit for previous experience must complete and submit the Experience Verification Form (Form 1410 F1) within the first fourteen (14) days of employment, in order to receive credit for years of service.

Bonuses or Severance Pay

Any salary adjustments or supplements that would constitute bonuses must be based upon work performance. The determination of such bonus must include a process that describes performance standards and an evaluation process consistent with Policy 1220, Evaluation of Administrative Personnel. All employees eligible for such a bonus will be notified before the beginning of the evaluation period on which the bonus is to be based.

If the Board provides a bonus and/or severance pay to administrative staff that is not included in the employment contract, the bonus and/or severance pay shall strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses and/or severance pay.

Revised 2/13/18

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F.S. 215.425

F.S. 1001.42

F.S. 1001.43

F.S. 1011.60

F.S. 1012.01

F.S. 1012.22

F.S. 1012.32

F.S. 1012.33

F.S. 1012.34

F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

3410 - **COMPENSATION**

Salaries of all instructional staff members shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board upon the recommendation of the Superintendent:

A. grandfathered salary schedule for instructional staff who have continuing contracts or professional service contracts and were hired before July 1, 2014; or

B. the performance salary schedule for instructional staff who were hired after July 1, 2014, or who held annual contracts as of July 1, 2014.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned, if the degree is held in the individual's area of certification.

The base salary set forth in these salary schedules, as well as the amounts provided for adjustments and supplements shall be subject to collective bargaining.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District.

Grandfathered Salary Schedule for Instructional Staff

The grandfathered salary schedule for instructional staff shall be used as the basis for paying instructional personnel hired before July 1, 2014, who have a continuing contract or a professional service contract. Each year instructional staff members who were hired before July 1, 2014 and who have a continuing contract or a professional service contract will have the opportunity to move from this salary schedule to the performance salary schedule for instructional staff.

A portion of each employee's compensation paid pursuant to the grandfathered salary schedule for instructional staff shall be based on demonstrated performance as evaluated in accordance with State law and Policy 3220, Evaluation of Instructional Personnel.

Pursuant to statutory requirements and subject to negotiation, the grandfathered salary schedule for instructional staff shall provide for differentiated pay for based upon the following District-determined factors:

A. additional responsibilities;

The list of additional responsibilities for which instructional staff members shall receive differentiated pay is set forth in the collective bargaining agreement.

The Principal shall submit to the Superintendent a list of staff members who are assigned one (1) or more of the additional responsibilities on the list that is set forth in the collective bargaining agreement.

By the first Board meeting in October, the Superintendent will authorize payment of the salary adjustment specified in the Board adopted annual salary schedule for instructional staff to the instructional staff members who are assigned these additional responsibilities.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this salary adjustment shall be provided to the Board members.

B. school demographics;

By September 1st, the Principal shall submit to the Superintendent a list of instructional staff members who are assigned to schools that have the demographics that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board adopted salary schedule for instructional staff as a salary adjustment for assignment to a school that has the demographics listed above.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this salary adjustment shall be provided to the Board members.

C. critical shortage areas;

By the first Board meeting in October, upon the recommendation of the Superintendent, the Board shall approve any instructional staff positions that the District has identified as critical shortage areas.

The Principal shall submit to the Superintendent a list of staff members assigned to positions that have been identified as critical shortage areas by the State Board of Education or the District.

Following the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the annual salary schedule for instructional staff as an adjustment to the compensation of the staff members assigned in critical shortage areas.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this adjustment shall be provided to the Board members.

D. level of job performance difficulties;

The list of job performance difficulties for which instructional staff members shall receive differentiated pay are set forth in the collective bargaining agreement.

The Principal shall submit to the Superintendent a list of instructional staff members whose assignment is characterized by the job performance difficulties.

By October 1st, the Superintendent shall authorize payment of the amount specified in the grandfathered salary schedule for instructional staff as a salary adjustment to the instructional staff members eligible as a result of these job performance difficulties inherent in their assignment.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this adjustment shall be provided to the Board members.

The amount paid for each of these District-determined factors shall be subject to collective bargaining.

Further, as provided by law, these annual salary adjustments become part of the instructional staff member's base salary for the next school year.

Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the instructional staff member's salary. Salary supplements shall be paid to all instructional staff members who were hired before July 1, 2011 for any advanced degree held, and to all instructional staff members hired after July 1, 2011 but before July 1, 2014 for advanced degrees earned in their area of responsibility.

A. By September 15th, the Principal shall submit to the Superintendent a list of instructional staff members who are eligible for the additional compensation provided by the annual salary schedule for all instructional staff members who were hired before July 1, 2011 for any advanced degree held, and to all instructional staff members hired after July 1, 2011 but before July 1, 2014 for advanced degrees earned in their area of responsibility.

B. By October 1st, the Superintendent will authorize payment of the amount specified in the grandfathered salary schedule for instructional staff as a salary adjustment to the instructional staff members eligible for advanced degrees held.

C. At a subsequent regular meeting, the list of instructional staff members who will receive this supplement shall be provided to the Board.

As provided by law, these annual salary supplements shall not become part of the instructional staff member's permanent base salary.

Performance Salary Schedule for Instructional Staff

Beginning July 1, 2014, the performance salary schedule shall be the basis for paying instructional staff members new to the District, returning to the District after a break in service without an authorized leave of absence, or appointed for their first time to an instructional staff position in the District.

The performance salary schedule shall also be the basis for paying instructional staff members on annual contract as of July 1, 2014.

Additionally, the performance salary schedule shall be the basis for paying instructional staff members with a continuing contract or a professional service contract who opt out of the grandfathered annual salary schedule and into the performance salary schedule.

The base salary for instructional staff members who opt into the performance salary schedule or who are required by State law to move to the performance salary schedule must be the salary paid in the prior year, including adjustments only.

The annual salary adjustment under the performance salary schedule for an instructional staff member rated as "highly effective" must be greater than the highest annual salary adjustment available to an instructional staff member of the same classification through any other salary schedule adopted by the Board.

The performance salary schedule must not provide an annual salary adjustment for an instructional staff member who receives a rating other than highly effective or effective for the year.

Salary Supplements

The performance salary schedule for instructional staff shall provide for the following salary supplements:

A. assignment to a Title I eligible school;

The Principal will submit to the Superintendent a list of staff members who are assigned to a Title I school.

The Superintendent will authorize payment of the supplement specified for assignment to a Title I school.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

B. assignment to a school that received an "F" or three (3) consecutive grades of "D" pursuant to the school grading system established by State law;

The Principal will submit to the Superintendent a list of staff members who were assigned to a school that improved by at least one grade level for the previous school year.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for one (1) year following improved performance in the school regardless of whether or not the teacher assignment is at the school that improved.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

C. certification and teaching in the critical teacher shortage areas identified by the State Board of Education and/or District pursuant to State law;

Upon the recommendation of the Superintendent, the Board shall approve any instructional staff positions that the District has identified as critical shortage areas.

The Principal shall submit to the Superintendent a list of staff members assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members assigned in critical shortage areas.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided.

D. assignment of additional academic responsibilities;

The list of additional academic responsibilities for which instructional staff members shall receive salary supplements are set forth in the collective bargaining agreement.

Each Principal shall submit to the Superintendent a list of staff members assigned additional academic responsibilities.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members assigned additional academic responsibilities. At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

E. advanced degree in the area of certification.

By September 15th, the Principal shall submit to the Superintendent a list of instructional staff members who have earned advanced degrees in their area of certification.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members who have earned advanced degrees in their area of certification.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

The amount paid for each of these salary supplements shall be subject to collective bargaining.

Bonuses and/or Severance Pay

If the Board provides bonuses and/or severance pay to instructional staff that are not included in an individual employment contract and/or pursuant to a collective bargaining contract, those bonuses and/or severance pay are subject to negotiations, but must strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses and/or severance pay.

Instructional staff members should refer to the current collective bargaining agreement for more information regarding compensation.

Revised 2/13/18

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F.S. 215.425

F.S. 1001.42

F.S. 1001.43

F.S. 1011.60

F.S. 1012.01

F.S. 1012.22

F.S. 1012.32

F.S. 1012.33

F.S. 1012.335

F.S. 1012.34

F.S. 1012.56

F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

Last Modified by Frankie St James on August 5, 2024

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS
Code	po2271 8/4/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	April 23, 2024

2271 - **ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS**

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 courses both in-person and online, and early admission programs.

Students in grades 6 through 12 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)) The District will pay for the cost of instructional materials for public high school students who are earning credit toward graduation under the dual enrollment program.

For students who are dual enrolled in a postsecondary institution, the Superintendent shall notify the institution within one (1) business day of receiving notification from law enforcement when a student is arrested.

No minor student may participate without the written consent of their parent(s) and /or legal guardian(s).

Annually, all secondary school students and their parents shall be informed of the options available to students for all dual enrollment programs (as an educational option and mechanism for acceleration) and eligibility requirements.

Postsecondary institutions are responsible for assigning a letter grade for each student's work in their enrolled course. The District is responsible for posting dual enrollment course grades as assigned by the postsecondary institution to 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 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.

Early College Program

The Board, in conjunction with Florida College System institutions, shall establish one (1) or more early college-structured high school accelerated programs. When creating 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 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 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.

Students participating in 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.

F.S. 985.04

Revised 10/23/18
Revised 12/14/21
Revised 5/9/23
Revised 11/14/23
Technical Correction 4/23/24

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F.S. 985.04

F.S. 1007.233

F.S. 1007.27

F.S. 1007.271

F.S. 1007.273

F.S. 1008.44

F.A.C. 6A-10.024, Articulation Between and Among Universities, Florida Colleges and School Districts

2340 - **FIELD AND OTHER DISTRICT-SPONSORED TRIPS**

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The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:

A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;

B. help students relate school experiences to the reality of the world outside of school;

C. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;

D. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit unsolicited, from a vendor, the staff member shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Board shall approve those field trips and other District-sponsored trips which take students ~~more than 250 miles from this District and/or are planned to keep students out of the District overnight or longer or~~ **out of the State** or out of the country.

The Superintendent or designee shall approve all other such trips.

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Students will not be charged for the cost of transportation to and from educational field trips on school days. Students may be assessed the cost for transportation to and from educational field trips on non-school days.

The Board or school site shall assume all other costs of field trips, including, but not limited to, admission fees; no regularly-enrolled student shall be charged a fee for participation in field trips. Students may be charged such fees, however, for other District-sponsored trips which are not part of a course of study.

Students may be charged fees, including, but not limited to, admission fees, for District-sponsored trips.

Students on all District-sponsored trips remain under the supervision of this Board and are subject to the District's administrative procedures.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Board or Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's administrative procedures for extended trips.

The Superintendent shall prepare administrative procedures for the operation of both field and other District-sponsored trips, including athletic trips, which shall address:

A. the safety and well-being of students;

B. parental permission is sought and obtained before any student leaves the District on a trip;

C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;

D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;

E. each trip is properly monitored;

F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;

G. a copy of each student's Emergency Medical Authorization Form is in the possession of the staff member in charge;

H. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;

I. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities.

An instructional staff member shall not change a planned itinerary while the trip is in progress, except where the health, safety, or welfare of the students in his/her charge is imperiled or where changes or substitutions beyond his/her control have frustrated the purpose of the trip.

In any instance in which the itinerary of a trip is altered, the instructional staff member in charge shall notify the administrative superior immediately.

~~School vehicles are not to be used if the entire distance traveled round trip from the point of exit and entry of the State is more than 240 miles.~~

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F.S. 1001.43

Last Modified by Juli Schlarb on March 3, 2023

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of VIRTUAL INSTRUCTION
Code	po2370.01 8/4/24 fsj A Manatee copyright policy. lang added Neola's
Status	
Adopted	June 27, 2017

2370.01 - **VIRTUAL INSTRUCTION**

Virtual instructional is available to students residing within the District for part-time or full-time participation in virtual instruction, Kindergarten through Grade 12:. Such courses shall be identified in the course code directory.

Student Participation Requirements

Students participating in a virtual instruction program must take Statewide standardized assessments pursuant to F.S. 1008.22 and participate in the coordinated screening and progress monitoring system under F.S. 1008.25.

The approved virtual instruction program provider or virtual charter school shall provide a list of students to be administered Statewide assessments and progress monitoring to the District, including the students' names, Florida Education Identifiers, grade levels, assessments and progress monitoring to be administered and contact information. Unless an alternative testing site is mutually agreed to by the virtual program provider or virtual charter school and the Board, all assessments and progress monitoring must be taken at the school to which the student would be assigned according to the Board's attendance policy. The District must provide the student with access to the school's or Board's testing facilities and provide the student with the date and time of the administration of each assessment and progress monitoring.

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida statutes, current, and local needs. For more information, see Florida Department of Education website – www.fldoe.org.

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F.S. 1000.04(4)

F.S. 1001.42(23)

F.S. 1002.20(6)

F.S. 1002.321

F.S. 1002.37

F.S. 1002.45

F.S. 1002.455

F.S. 1003.02(l)(i)

F.S. 1003.428(2)(c)

F.S. 1003.498

F.S. 1007.27(1)

2371 - **HOPE SCHOLARSHIPS**

Students subjected to an incident of violence or bullying at school have the opportunity to seek a transfer to another District school with capacity or request a scholarship to attend an eligible private school.

Eligibility

~~Contingent upon availability, and on a first-come, first-served basis, a~~A student in grade K-12 is eligible ~~for a Hope Scholarship~~for certain educational options if the student was subjected to, and subsequently reported to the Principal, any of the following incidents (as set forth in F.S. 1002.40(3)) at school, on a school bus, at a school bus stop, at a school-related/sponsored program or activity, or at any other school location:

A. battery;

B. harassment (see Policy 5517.01 - Bullying and Harassment);

C. hazing (see Policy 5516 - Student Hazing);

D. bullying (see Policy 5517.01 - Bullying and Harassment);

E. kidnapping;

F. physical attack;

G. robbery;

H. sexual offenses (including harassment, assault, or battery);

I. threat or intimidation; or

J. fighting.

Investigation and Parental Notification of Hope Scholarship Program

Upon receipt of a report from a student of any of the incidents set forth herein, the Principal shall provide a copy of the report to the parent of the student and investigate the incident within fifteen (15) days to determine if the incident must be reported to the Florida Department of Education's (FLDOE) Automated Student Information System.

Within twenty-four (24) hours after receipt of the report, the Principal shall provide a copy of the report to the parent of the alleged offender and to the superintendent.

Upon conclusion of the investigation or within fifteen (15) days after the incident was reported, whichever occurs first, the District shall notify the parent of ~~the existence of the Hope~~

~~Scholarship Program using the Hope Scholarship Notification Form (Form IEPC-HS1) developed by the FLDOE and offer the parent an opportunity~~opportunities to enroll the student in another public school that has capacity~~ or to request and receive, contingent upon available funds, and on a first-come, first-served basis~~, and notify the parent of the student's eligibility to apply for a scholarship to attend an eligible private school under F.S. 1002.394 and 1002.395~~, subject to available funding~~.

In the event an investigation is not concluded within fifteen (15) days, the District shall notify the parent of the existence of the Hope Scholarship Program using the Hope Scholarship Notification Form (Form IEPC-HS1) developed by the FLDOE.

~~**Parent Notification of Withdrawal to Eligible Private School**~~

~~Parents who elect to attend an eligible private school through the Hope Scholarship Program must inform the District at the time of withdrawal.~~

~~**Statewide Assessments**~~

~~The District will notify any student who resides in the District and receives a Hope Scholarship, and his/her parent, about the locations and times to take all Statewide assessments. Parents shall be responsible for transporting the student to the assessment site.~~

~~**Term of Hope Scholarship**~~

~~A Hope Scholarship shall remain in force until the student graduates from high school.~~

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F.S. 1002.40

F.A.C. 6A-6.0951

Cross References

po5516 - STUDENT HAZING

po5517.01 - BULLYING AND HARASSMENT

po5517.02 - SEXUAL VIOLENCE

Last Modified by Frankie St James on August 4, 2024

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.

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, 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, 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.

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Revised 4/12/22
Revised 3/28/23

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Legal

F.S. 553.501 et seq., Florida Americans with Disabilities Accessibility Implementation Act

F.S. 760.021

F.S. 760.08

F.S. 1000.05, Florida Educational Equity Act

F.A.C. 6A-19.001

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

34 C.F.R. Part 110 (7/27/93)

29 C.F.R. Part 1635

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

Last Modified by Frankie St James on August 4, 2024

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of SUMMER PROGRAMS
Code	po2440 8/4/24 fsj
Status	
Adopted	June 27, 2017

2440 - **SUMMER PROGRAMS**

The School Board shall provide summer programs for students including, but not necessarily limited to, the following:

A. ESE Students needing extended school year services ("ESY") as identified in their ~~Individual~~Individualized Education Plans ("IEP"). Summer ESY programs for each individual Exceptional Student Education ("ESE") student shall be provided in accordance with the student's IEP. Students in third grade who have not achieved the standards required for promotion shall also be eligible for summer programs.

B. Summer programs for third grade students retained under the provisions of F.S. 1008.25(5)(b) shall include a summer reading camp. Additionally, summer programs for third grade students shall provide required reading remediation and opportunity to demonstrate reading proficiency.

C. Credit recovery for students needing courses for graduation.

D. In accordance with State law, the Board shall administer the ~~voluntary prekindergarten education program~~Voluntary Prekindergarten Education Program at the District level for students enrolled under F.S. 1002.53(3)(b) in a public school summer prekindergarten program. The Board may satisfy this requirement by contracting with private prekindergarten providers. For students in this program, the coordinated screening and progress monitoring system must be administered by providers or the District two (2) times, with the first administration no later than the first ten (10) instructional days after a student's enrollment or the start of the summer program and the final administration occurring within the last ten (10) days of the summer program in accordance with State Board of Education rules.

Transportation

The Board shall be responsible for transporting ESE students in accordance with the terms of students' IEPs. The Board shall also transport third grade summer reading camp students.

The Superintendent or his/her designee shall be responsible for developing administrative procedures for the operation of summer programs which shall be consistent with Board policies and not conflict in any way with the administration of the regular school sessions of the District.

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Legal F.S. 1002.53
F.S. 1002.61
F.S. 1008.25

Book	Policy Manual
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2460 - **EXCEPTIONAL STUDENT EDUCATION**

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, shall develop and implement Special Programs and Procedures for Exceptional Students and the Manatee County Plan for Exceptional Student Education. These documents shall include at least the components listed below, shall provide administrative procedures for Exceptional Student Education Programs, and shall be revised when required by the Florida Department of Education (FLDOE), readopted, and submitted to the FLDOE.

A. Child Identification

The District will make ongoing efforts to identify, locate, and evaluate students below twenty-two (22) years of age, who reside within the District and have a confirmed or suspected disability in accordance with all Federal regulations and State standards.

B. Procedural Safeguards

A child with a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free, appropriate, public education to the student.

C. Multifactored Evaluation

A student may not be given special instruction or services as an exceptional student until after s/he has been properly evaluated and found eligible as an exceptional student in the manner prescribed by rules of the State Board of Education.

The District will provide a multifactored evaluation for students with disabilities by ensuring that:

1. children are assessed in their native language or other mode of communication;
2. tests are used for their validated purposes;
3. children are evaluated in all areas related to their suspected disability;
4. testing is conducted by a multidisciplinary team;
5. testing materials and procedures are not racially or culturally biased;
6. tests are administered by trained personnel qualified in accordance with all Federal regulations and State standards;
7. tests are administered in conformance with the instructions provided by the producer;
8. medical evaluation, when required as part of the multifactored evaluation, shall be provided at no cost to the parent by a licensed physician designated by the Superintendent or his/her designee, when other no-cost

resources are not available.

The parent of an exceptional student evaluated and found eligible or ineligible shall be notified of each such evaluation and determination. Such notice shall contain a statement informing the parent that s/he is entitled to a due process hearing on the identification, evaluation, and eligibility determination or non-determination.

D. Individual Educational Plan

The District will develop an Individualized Education Program (IEP) for each child with a disability who needs special education and related services. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in meetings with the child's designated IEP Team. At the initial meeting of a student's IEP team, the District will provide parents with information about the amount of funding the District receives for each of the five (5) exceptional student education support levels for a full-time student.

Parents of the child shall be strongly encouraged to participate in all planning conferences and IEP Team meetings. The school will provide written notice of an IEP meeting to the parent at least ten (10) days before the meeting, indicating the purpose, time and location of the meeting and who, by title or position, will attend the meeting. The IEP Team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

The District will utilize FLDOE parental consent forms for the following actions in a student's IEP:

1. administer to the student an alternate assessment pursuant to F.S. 1008.22 and provide instruction in the State standards access points curriculum; and

2. place the student in an exceptional student education center.

The District will not implement a change as it relates to the actions described above in D.1. and D.2. without parental consent unless the District documents reasonable efforts to obtain the parent's consent and the child's parent has failed to respond, or the District obtains approval through a due process hearing.

The IEP will include the components listed in F.A.C. 6A-6.03028, *Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities*.

The child's IEP shall be reviewed and revised as often as necessary, but at least annually.

District personnel will collaborate with private instructional personnel who are hired or contracted by parents in compliance with F.S. 1003.572.

"Private instructional personnel" include only the following:

1. individuals certified under F.S. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in F.S. 627.6686 and 641.31098;

2. registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals licensed under F.S. 393.17 or licensed under F.S. Chapter 490 or Chapter 491 by assisting such individuals in the provision of applied behavior analysis services;

   To provide services under this paragraph, a registered behavior technician must be employed by an enrolled provider as described in Paragraph 1 above.

3. speech-language pathologists licensed under F.S. 468.1185;

4. occupational therapists licensed under part III of 379 Chapter 468;

5. physical therapists licensed under Chapter 486;

6. psychologists licensed under Chapter 490; and

7. clinical social workers licensed under Chapter 491.

Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel will be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting only if the following requirements are met:

1. the student's public instructional personnel and principal consent to the time and place; and

2. the private instructional personnel satisfy the requirements of F.S. 1012.32 or 1012.321.

E. Least Restrictive Environment

The education of students with disabilities will occur in the least restrictive environment through appropriate special education programs and services designed to meet the unique needs of each disabled student. District personnel will use the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate. To the extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, shall be educated with children who are not disabled. Segregation of exceptional students will occur only when the nature or severity of the exceptionality is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

F. Confidentiality of Data

The confidentiality of personally-identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction; one official of this District shall be assigned the responsibility for protecting the confidentiality of personally identifiable data. The District follows all Federal regulations and State standards related to the confidentiality of data. (See Policy 8330 - *Student Records*)

G. Due Process

The District will use procedures to allow differences of opinion between parents and this District or between agencies and this District, to be aired and resolved. The procedures shall provide for case conferences and impartial hearings on the District's proposal or refusal to initiate or change the identification, evaluation, eligibility, or educational placement of the child, or the provision of FAPE to the child.

The impartial hearings shall be conducted by an administrative law judge (ALJ) from the Florida Division of Administrative Hearings (DOAH) and shall be final. However, any party who does not agree with the findings and decision in the due process hearing, including a hearing relating to disciplinary procedures, has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction or in a district court of the United States without regard to the amount in dispute. In the alternative, in hearings conducted on behalf of a student who is identified as gifted, any party aggrieved by the decision of the ALJ has the right to request a review of the order by the District Court of Appeal as provided in F.S. 120.68.

During the pendency of a due process hearing or appellate proceeding regarding a due process complaint, the student shall remain in his/her current educational assignment, unless the parent and the Board otherwise agree. School personnel may, however, remove a student to an interim alternative educational setting (determined by the student's IEP team) for up to forty-five (45) school days, if the student: 1) carries a weapon to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district; 2) knowingly has or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district.

H. Surrogate Parent

It shall be the policy of the District that whenever the parent or a person who acts in a parental role to a child with a disability or a child suspected of having a disability is determined to be legally unavailable, the child's rights shall be protected through the assignment of a surrogate parent. A surrogate parent means an individual appointed by the Superintendent and/or the court to act in place of a parent in educational decision making and in safeguarding a child's rights under the Individuals with Disabilities Education Act. The surrogate parent shall not be an employee of the Department of Education, the School District, a community-based care provider, the Department of Children and Family Services, or any other public or private agency involved in the education or care of the child. The surrogate parent shall meet all statutory requirements and attend the required training to be appointed. The Superintendent shall appoint a surrogate not more than thirty (30) days after the District determines a particular student is in need

of a surrogate.

I. Testing Programs

In accordance with F.S. 1008.22(3), all students enrolled in public schools are required to participate in the Statewide standardized assessment program. The Florida Standards Alternate Assessments (FSAA) is designed for students whose participation in the general Statewide assessments is not appropriate, even with accommodations, and it implements the requirements of F.S. 1008.22.

The decision for a student with a disability to participate in the Statewide alternate assessment is made by the IEP team and recorded on the IEP. The following criteria must be met:

1. The student has a significant cognitive disability.
2. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials the student requires modifications as defined in F.A.C. 6A-6.03411(1)(z) to the grade-level general State content standards pursuant to F.A.C. 6A-1.09401.
3. The parent must sign consent in accordance with F.A.C. 6A-6.0331(10).

Exceptional students with disabilities shall have access to testing sites.

Students with disabilities shall participate in local and State-wide testing programs to the maximum extent appropriate. Individual exemptions and/or waivers shall be determined only by the student's IEP Teamgranted only as permitted under Florida law and State Board of Education rules. Exceptional students with disabilities shall have access to testing sites.

~~A student for whom the IEP team determines that the Statewide standardized assessment cannot accurately measure the student's abilities, taking in to consideration all allowable accommodations, may have the Statewide mandated assessment requirement waived for the purpose of receiving a standard high school diploma. To be considered for a Statewide standardized assessment results waiver, the following criteria must be met:~~

1. ~~The student must be identified as a student with a disability as defined in F.S. 1007.02.~~
2. ~~The student must have an IEP.~~
3. ~~The student must have taken the Statewide standardized assessment with appropriate allowable accommodations at least once.~~
4. ~~In accordance with F.S. 1008.22(3)(c)2., the IEP team must make a determination of whether a Statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.~~

The IEP team may meet at any time to verify that the criteria have been met and/or document the team's determination and information analyzed in making the decision.

Further, pursuant to State law, the IEP team may determine that end-of-course assessment cannot accurately measure the abilities of the student and may, therefore, waive the use of the results of the end-of-course assessment for purposes of determining the student's course grade and middle school promotion or award of high school credits.

F.S. 1008.212 establishes two (2) determinations that guide the IEP team in determining whether a student with a disability needs an extraordinary exemption from Statewide standardized assessments.

A student with a disability who has a circumstance, defined according to F.S. 1008.212, may be eligible for an extraordinary exemption from participation in the Statewide assessment. Circumstance is defined as a situation in which accommodations allowable on a Statewide standardized assessment are not offered to a student during the current year's assessment administration because of technological limitations in the testing administration program that lead to results that reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by a Statewide standardized assessment.

A student with a disability who has a condition may be eligible for an extraordinary exemption from participation in the Statewide standardized assessment. A condition is defined according to F.S. 1008.212 to mean an impairment, whether recently acquired or longstanding, that affects a student's ability to communicate in modes deemed

acceptable for Statewide standardized assessments, even if appropriate accommodations are provided. The impairment creates a situation in which the results of administration of a Statewide standardized assessment would reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the Statewide standardized assessment.

A learning, emotional, behavioral, or significant cognitive disability or the receipt of services through the homebound or hospitalized program in accordance with F.A.C. 6A-6.03020 is not, in and of itself, an adequate criterion for granting an extraordinary exemption.

A parent who disagrees with the Commissioner's denial of a requested extraordinary exemption may request an expedited hearing before DOAH pursuant to F.S. 1008.212.

J. Right to be Accompanied at Meetings Pertaining to Students with Disabilities

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at a meeting with District personnel. Such meetings include, but are not limited to, meetings related to the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an individual education plan (IEP); the development of a 504 accommodation plan issued under Section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the student's educational environment, discipline, or placement of a student with a disability.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend a meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents of students with disabilities or eligible students with disabilities on school grounds shall sign-in at the front office of such school as a guest.

Parents of students with disabilities, or eligible students with disabilities, and District personnel shall sign PEER Form "Meeting Participants", v.1415.2 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged or attempted discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

K. Early Literacy Skills for Retained Prekindergarten Students

A parent of a student with a disability who is enrolled in prekindergarten at the age of 4 and is fully funded through the Florida Education Finance Program may retain their child in consultation with the student's IEP team. A student with an IEP who has been retained pursuant to this paragraph and has demonstrated a substantial deficiency in early literacy skills shall receive instruction from the District in early literacy skills.

L. Transfer of Parental Rights at Age of Majority

Unless an exception applies under the rules of the State Board of Education, when a student with a disability reaches the age of eighteen (18), the right of prior written notice is retained as a shared right of the parent and the student. All other parent rights under the IDEA then transfer to the student. At least one (1) year before the student reaches the age of eighteen (18), the Board will provide written notice of the transfer of parent rights and information about the ways in which the parent may continue to participate in educational decisions, including informed consent, power of attorney, guardian advocacy and guardianship.

Placement by the Department of Children and Family Services

After the Department of Children and Family Services provides written notification to the District that an exceptional student has been placed in a private residential care facility, the receiving school district shall, within ten (10) business days, review the student's (IEP) and shall:

A. provide educational instruction to the student;

B. contract with another provider to provide the educational instruction;

C. contract with the private residential care facility in which the student resides to provide the educational instruction; or

D. decline to provide or contract for educational instruction, in which case the school district in which the legal residence of the student is located shall provide or contract for the educational instruction of the student.

The Superintendent shall administer the local implementation of these State procedures, in accordance with State and Federal laws, rules, and regulations, which shall ensure fulfillment of this policy.

F.S. 1003.4282
F.A.C. 6A-1.09430
Revised 11/14/17
Revised 12/13/22
Revised 11/14/23
Revised 4/23/24

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Legal

F.S. 1001.41

F.S. 1001.42

F.S. 1002.20

F.S. 1003.01(3)

F.S. 1003.4156

F.S. 1003.4282

F.S. 1003.57

F.S. 1003.5715

F.S. 1003.572

F.S. 1008.212

F.S. 1008.22

F.S. 1008.24

Statewide Assessment for Students with Disabilities, F.A.C. 6A-1.0943

Florida Alternate Assessment Requirements, F.A.C. 6A-1.09430

F.A.C. 6A-1.09430

Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities, F.A.C. 6A-6.03028

Procedural Safeguards and Due Process Procedures for Parents and Students with Disabilities, F.A.C. 6A-6.03311

Procedural Safeguards for Exceptional Students Who Are Gifted, F.A.C. 6A-6.03313

Surrogate Parents, F.A.C. 6A-6.0333

Definitions, ESE Policies and Procedures, and ESE Administrators, F.A.C. 6A 6.03411

20 U.S.C. 1400 et seq.

20 U.S.C. 1401 et seq.

34 C.F.R. Part 300

Part Two

Policy 3120.03 – Athletic Coaches
Policy 3120.08 – Part-Time Extra-Curricular Personnel
Policy 4120.03 – Athletic Coaches
Policy 4120.08 – Part-Time Extra-Curricular Personnel
Revisions to these policies incorporate the requirements of HB 865 for individuals employed as coaches in a public school. Beginning July 1, 2024, individual employees as coaches in a public school must be certified in CPR, first aid, and the use of an AED.

Policy 3130 – Appointment, Assignment, Transfer, and Promotion of Instructional Staff
The revisions to Policy 3130 follow a statutory change. Specifically, SB 7002 amended F.S. 1012.2315(2)(a) by replacing the term "temporarily certified" with "inexperienced teacher" (meaning one who has been teaching for 3 years or less).

Policy 5330.01 – Self-Administrated Medication and Epinephrine Use
HB 883 modified F.S. 1002.20 (K-12 Student and Parent Rights) to include several new provisions related to short-acting bronchodilators (the bill changed the term "metered dose inhaler" to "short-acting bronchodilator"). The revisions to Policy 5330.01 incorporate HB 883.

Policy 6210 – Fiscal Planning
The revisions to Policy 6210 incorporate amendments to F.S. 200.065(2)(f)1 and F.S. 1011.03 (SB 7002). Publication of a summary of the tentative budget and proposed millage levies are now required to be posted on the District's website.

Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services
SDMC revisions to this policy.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ATHLETIC COACHES
Code	po3120.03 8/5/24 fsj
Status	
Adopted	June 27, 2017

3120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to any athletic coach who voluntarily renders service and who is not employed by any public school district in this State.)

All employed public school coaches shall be certified in Cardiopulmonary Resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

In addition to the requirements for certification provided for in Policy 3120, athletic coaches shall complete a sports safety course which shall count for six (6) hours of required School District in-service instruction for athletic coaching certification if the course is approved by the Florida High School Athletic Association Board of Directors and meets specified requirements. The course must consist of at least eight (8) modules, must immediately provide an individual with a "merit" certificate at the time of successful completion, and must be delivered through hands-on and online teaching methods. The hands-on course material must be less than 120 pages. In addition, the course must be taught by either a State-licensed athletic trainer who holds a current certificate from the Board of Certification or a member of the American Academy of Orthopedic Surgeons. The course must cover sports safety specifically, excluding coaching principles and procedures for cardiopulmonary resuscitation. The course must be authorized or approved by at least ten (10) health care professionals, must be revised and reviewed for updates at least once every thirty (30) months, and must be available to the general public for a retail price under $50. Also, each course examination must be automated and taken online with a score of eighty percent (80%) or better for successful completion.

F.S. 1012.55

F.A.C. 6A-4.004

F.A.C. 6A-4.0282

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Legal	F.S. 1012.55
	F.S. 1012.55(2)
	F.A.C. 6A-4.004
	F.A.C. 6A-4.0282

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PART-TIME EXTRA-CURRICULAR PERSONNEL
Code	po3120.08 8/5/24 fsj
Status	
Adopted	June 27, 2017

3120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the instructional supplemental salary schedule (primarily coaching positions). Such persons will not be eligible for employee benefits.

Additional Requirements for Employment of Athletic Coaches Who are Not Full-Time Employees of the School Board

Persons who are not full-time employees of the Board and hold an athletic coach's certificate or athletic trainer's license issued by the State of Florida, may be recommended by the Superintendent and appointed by the Board to perform designated secondary school coaching and training responsibilities, and the contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association, and the policies of the Board and administrative procedures established by the Superintendent. (See Policy 3120.03)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

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Legal F.S. 1012.01
F.S. 1012.55(2)
F.A.C. 6A-1.0502(11)

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ATHLETIC COACHES
Code	po4120.03 8/5/24 fsj
Status	
Adopted	June 27, 2017

4120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to any athletic coach who voluntarily renders service and who is not employed by any public school district in this State.)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

In addition to the requirements for certification provided for in Policy 4120, athletic coaches shall complete a sports safety course which shall count for six (6) hours of required School District in-service instruction for athletic coaching certification if the course is approved by the Florida High School Athletic Association Board of Directors and meets specified requirements. The course must consist of at least eight (8) modules, must immediately provide an individual with a "merit" certificate at the time of successful completion, and must be delivered through hands-on and online teaching methods. The hands-on course material must be less than 120 pages. In addition, the course must be taught by either a State-licensed athletic trainer who holds a current certificate from the Board of Certification or a member of the American Academy of Orthopedic Surgeons. The course must cover sports safety specifically, excluding coaching principles and procedures for cardiopulmonary resuscitation. The course must be authorized or approved by at least ten (10) health care professionals, must be revised and reviewed for updates at least once every thirty (30) months, and must be available to the general public for a retail price under $50. Also, each course examination must be automated and taken online with a score of eighty percent (80%) or better for successful completion.

F.S. 1012.55

F.A.C. 6A-4.004
F.A.C. 6A-4.0282

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Legal	F.S. 1012.55
	F.S. 1012.55(2)
	F.A.C. 6A-4.004
	F.A.C. 6A-4.0282

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PART-TIME EXTRA-CURRICULAR PERSONNEL
Code	po4120.08 8/5/24 fsj
Status	
Adopted	June 27, 2017

4120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the support supplemental salary schedule (primarily coaching positions). Such persons will not be eligible for employee benefits.

Additional Requirements for Employment of Athletic Coaches Who are Not Full-Time Employees of the School Board

Persons who are not full-time employees of the Board and hold an athletic coach's certificate or athletic trainer's license issued by the State of Florida, may be recommended by the Superintendent and appointed by the Board to perform designated secondary school coaching and training responsibilities, and the contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association, and the policies of the Board and administrative procedures established by the Superintendent. (See Policy 4120.03)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

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Legal	F.S. 1012.01
	F.S. 1012.55
	F.A.C. 6A-1.0502(11)

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF INSTRUCTIONAL STAFF
Code	po3130 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	August 11, 2020

3130 - **APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF INSTRUCTIONAL STAFF**

The School Board believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

Appointment and Assignment

When developing his/her recommendation for appointments of instructional staff, the Superintendent shall consider nominations for staff appointments submitted by the principals. Further, if the Superintendent intends to recommend placement of a staff member in a school who was not nominated by the principal, the Superintendent will consult with that principal. In accordance with State law, a principal may refuse to accept the Superintendent's proposed assignment of an instructional staff member to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After such required consideration and consultation, the Superintendent shall submit written recommendations with regard to the appointment and assignment of instructional staff for Board action.

The Board shall act not later than three (3) weeks following the receipt of Statewide mandated test scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendation for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to temporarily reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

Assignment to Schools Graded "D" or "F"

Pursuant to statutory requirements, the percentage of ~~temporarily certified~~inexperienced teachers, teachers in need of improvement, or out-of-field teachers assigned to schools graded "D" or "F" under State law shall not be greater than the District average. As used in this policy, "inexperienced teacher" means a teacher who has been teaching for three (3) years or less. Such assignments shall be consistent with the collective bargaining agreement.

A newly hired instructional staff member may be assigned to a school that has earned a grade of "F' in the previous year, or any combination of three (3) consecutive grades of "D" or "F" in the previous years, if the individual:

A. has received an "effective" or "highly effective" rating in the immediate prior year's performance evaluation;

B. has successfully completed or is enrolled in a teacher preparation program, is provided with high-quality mentoring during the first two (2) years of employment, holds a professional certificate and holds a probationary contract; or

C. holds a probationary contract, holds a professional certificate and has successful teaching experience, and if, in the judgment of the school principal students would benefit from the placement of that individual.

The Superintendent will annually certify to the Commission of Education that these requirements are being met.

Assignment to Teacher Preparation Programs

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships in which candidates demonstrate an impact on student learning growth must have evidence of "clinical educator" training, a valid professional certificate and at least three (3) years K-12 teaching experience and must have earned an "effective" or "highly effective" rating on the prior year's performance evaluation or be a peer evaluator under the District's evaluation system.

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships in another state, in which a candidate demonstrates an impact on student learning growth, through a Florida online or distance program must have received "clinical educator" training or its equivalent in that state, hold a valid professional certificate issued by the state in which the field experience takes place, and have at least three (3) years of K-12 teaching experience.

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships, in which a candidate demonstrates an impact on student learning growth, on a United States military base in another country through a Florida online or distance program must have received "clinical educator" training or its equivalent, hold a valid professional certificate issued by the United States Department of Defense or a state or territory of the United States, and have at least three (3) years of K-12 teaching experience.

Teachers Teaching Out-of-Field

"Out-of-field" means a teacher is assigned to a course covering subject matter outside the field for which the teacher holds a certificate pursuant to F.S. 1012.55 or for which the teacher has not demonstrated sufficient subject matter expertise pursuant to F.S. 1012.42 and as determined by F.A.C. 6A-1.0503, (2)(a)-(h).

A. Out-of-Field Teacher Plan

The Superintendent shall prepare a plan to assist any teacher teaching out-of-field with priority consideration to be given in professional development activities.

The plan must include provisions that require out-of-field teachers to participate in a certification or staff development program designed to provide the teachers with the competencies required for their assigned duties.

The plan must also include duties of administrative personnel and other instructional personnel to provide students with instructional services.

The plan shall be reviewed and considered for adoption by the Board during a publicly-noticed meeting.

B. Approval of Out-of-Field Teachers

A teacher considered out-of-field per F.A.C. 6A-1.0503, (1)(c), shall be approved by the Board to teach out-of-field after a determination that a teacher with appropriate certification coverage is not available. All evidence of such qualifications and approval must be reflected in the individual's official personnel record; however, such approval may be granted by the Board only under one (1) of the conditions listed in F.A.C. 6A-1.0503, (3) (a)-(c).

C. Notification Requirements and Transfer Requests

When a teacher is assigned instructional duties in a class containing subject matter outside the field in which the teacher is certified, outside the field that was the applicant's minor field of study, or outside the field in which the applicant has demonstrated sufficient subject area expertise, as determined by the State Board of Education rule (F.A.C. 6A-1.0503), the parents of all students in the class shall be notified in writing of such assignment.

The Board shall report out-of-field teachers on the District's website within thirty (30) days before the beginning of each semester.

A parent whose student is assigned an out-of-field teacher may request that their child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled through the process set forth in Policy 5780.

Promotion and Transfer

Pursuant to State law, the Superintendent's primary consideration in recommending an individual for promotion must be the individual's demonstrated effectiveness pursuant to State law.

Before transferring an instructional staff member from one (1) school to another, the Superintendent shall consult with the principal of the school to which the teacher will be assigned and allow the principal the opportunity to review the teacher's records, including student performance demonstrated under F.S. 1012.34, and interview the teacher. If, in the judgment of the principal, students would not benefit from the placement, an alternative placement may be sought. A principal may refuse to accept the Superintendent's assignment or transfer of an instructional staff member who holds a professional teaching certificate to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After the required considerations and consultations, the Superintendent shall submit written recommendations with regard to the promotion or transfer of instructional staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for the transfer or promotion of an instructional staff member for good cause.

Required Reporting

The Superintendent must annually notify the parent of any student who is assigned to classroom with a teacher having two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory.

Duties, Days, and Hours

The Superintendent shall make known through administrative channels the duties, days, and hours of the various classes of instructional personnel.

A. Instructional staff members shall perform the duties required by Florida statutes, Board policy, and the collective bargaining agreement, as well as other reasonable duties as may be assigned by their immediate supervisor. Failure to perform such duties in an acceptable manner shall constitute a violation of the instructional staff member's contract and just cause for disciplinary action.

B. Instructional staff members are responsible for student control and supervision at any location on campus or during school-sponsored activities.

C. Instructional staff members shall not permit their family members or friends by their presence to interfere with performance of their duties during working hours.

Employment and Supervision of Relatives (Nepotism)

For purposes of this policy, a "relative" is an individual included within the definition of "relative" set forth in F.S. 112.3135 [ ], which includes the following individuals: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Neither the superintendent nor a Board member may appoint or employ a relative to work under their direct supervision. These limitations do not apply to employees appointed or employed before the election or appointment of the superintendent or a Board member.

Two (2) or more relatives shall not work in the same administrative unit except by permission of the Superintendent. In the event that an instructional staff member, due to some unusual circumstance, may have been placed in the same working unit with a relative, the instructional staff member may continue in the position until s/he can be reassigned to a position of comparable grade, pay, and reasonable personal convenience.

A. A relative may be employed in the same school when specifically recommended by the principal and approved by the Superintendent on the grounds that it is to the educational advantage of the school.

B. Under no circumstances shall a person supervise the work of a close relative.

All employees shall disclose to the Superintendent, the names of all relatives working at the same work location. Failure to immediately make such disclosures shall be grounds for disciplinary action, up to and including termination.

Work location is defined to include payroll cost center or any administrative unit under the direct supervision of a permanent employee of the District.

Fraternization

It shall be the policy of the Board that the District supervisory structure and administrative chain of command not be compromised, or appear to be compromised, by personal relationships between District personnel.

A. Board members, officers, or employees shall not engage in or maintain a romantic or sexual relationship with any employee they manage, supervise, direct, or control, or with any employee over whom they exercise the authority to promote, demote, transfer, or grant, deny, or alter compensation. Employees who become involved in such a relationship must notify their supervisor within forty-eight (48) hours of the commencement of the relationship. The supervisor shall in turn notify the Director of Human Resources in writing. The supervisor, Director of Human Resources, and other appropriate administrators will confer to evaluate and determine an appropriate resolution to ensure compliance with this policy. In such instances, personnel action to ensure compliance with this policy must be taken within ninety (90) days of the initial notice.

B. Violation of this policy shall constitute just cause for discipline up to and including termination of one or both employees. As an alternative to discipline, one or both employees may be reassigned or alternatively required to seek other employment, as the Board is under no obligation to reassign one or both employees.

C. Personal relationships of any kind between supervisors and other employees in their private lives shall not influence work-related decisions or personnel actions. Accordingly, no supervisor shall engage in any personal relationship, romantic or otherwise, with any employee that:

1. compromises, or reasonably appears to compromise, the integrity of supervisory authority or the administrative chain of command;

2. involves, or reasonably appears to involve, the improper use of position for personal gain;

3. is, or is reasonably perceived to be, exploitative or coercive in nature; or

4. creates an actual or clearly predictable adverse impact on discipline, authority, morale, or the ability of the District to accomplish its mission.

Subject to Collective Bargaining Agreement.

Revised 2/13/18
Revised 8/11/20

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F.S. 112.3135
F.S. 1001.32
F.S. 1004.04
F.S. 1012.22
F.S. 1012.23
F.S. 1012.2315
F.S. 1012.27
F.S. 1012.28
F.S. 1012.42
F.S. 1012.795
F.S. 1012.796
F.A.C. 6A-1.0503

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of SELF-ADMINISTERED MEDICATION AND EPINEPHRINE USE
Code	po5330.01 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	October 23, 2018

5330.01 - **SELF-ADMINISTERED MEDICATION AND EPINEPHRINE USE**

A student may carry and self-administer a ~~metered dose inhaler~~short-acting bronchodilator, epinephrine auto-injector, prescribed pancreatic enzyme supplement and/or may carry diabetic supplies and equipment to manage and care for their diabetes provided the student's parent or guardian provides the following:

A. For self-administration of a ~~metered dose inhaler~~short-acting bronchodilator, the parent or guardian must provide the District with a written authorization that is signed and dated by both the parent or guardian and physician. The written approval by the physician must include the following:

1. name of the medication in the metered dose inhaler;
2. the prescribed dosage;
3. the times or the special circumstances under which the medication is to be administered; and
4. any other special related information regarding the administration of the metered dose inhaler.

B. For self-administration of an epinephrine auto-injector, the parent or guardian must provide the District with a written authorization that is signed and dated by both the parent or guardian and the physician. The written approval by the physician must include:

1. the times or the special circumstances under which the medication is to be administered; and
2. any other special related information regarding the administration of the epinephrine auto-injected.

C. For self-administration of prescribed pancreatic enzyme supplements, the parent or guardian must provide the District with a written authorization that is signed and dated and provide the prescription label containing the following:

1. name of the medication;
2. the prescribed dosage;
3. the times or the special circumstances under which the medication is to be administered; and
4. any other special related information regarding the administration of the medication.

D. For the use of a diabetic supplies and equipment, the parent or guardian must submit written authorization from the student's physician, containing the following:

1. an identification of the diabetic supplies and equipment the student is authorized to carry;
2. a description of which activities the child is capable of performing without assistance;

3. the times or the special circumstances under which the medication is to be administered;

4. any other special related information regarding the administration of the medication.

When providing the District with written authorization that is signed and dated by both the parent or guardian and the physician as required by State law and this policy, that written authorization must also include indemnification by the parent or guardian of the District, county health department, public-private partner, and their employees and volunteers for any and all liability for a student who does any of the following:

A. self-administer an epinephrine auto-injector;

B. carries diabetic supplies and equipment on their person and attends to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education; or

C. use prescribed pancreatic enzyme supplements.

Emergency Allergy Treatment Educational Training Programs

Educational training programs in the District pertaining to emergency allergy treatment required by State law must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the Department of Health. The curriculum must include at a minimum:

A. recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and

B. the proper administration of an epinephrine auto-injector.

Revised 10/23/18

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Legal F.S. 381.88
F.S. 1002.20
F.A.C. 6A-6.0251, Use of Epinephrine Auto-Injectors
F.A.C. 6A-6.0252, Use of Prescribed Pancreatic Enzyme Supplements
F.A.C. 6A-6.0253, Diabetes Management

6210 - **FISCAL PLANNING**

The School Board shall collect and assemble the information necessary to discharge its responsibility for the fiscal management of the School District and to plan for the financial needs of the educational program. The Board shall also maintain both short and long range projections of District financial requirements.

Pursuant to Florida statutes and Policy 6220, the Board shall develop, advertise, and then approve a budget for each fiscal year. A summary of the preliminary budget, the tentative budget, and the approved budget of the Board shall be posted on the District's official website.

The Board will advertise its intent to adopt a tentative budget on a publicly accessible website as provided in F.S. 50.0311, which may include the District's official website, or in a newspaper of general circulation, pursuant to F.S. 200.065(3).

A summary of the tentative budget, including the proposed millage levies as provided by law, and the official budget of the Board shall be posted on the District's official website or on a publicly accessible website.

In addition, the Board shall also develop a Five (5) Year Capital Work Plan.

Costs shall be contained, where possible, so that annual expenditures do not exceed the annual resources. Furthermore, the Board shall strive to maintain a fund balance in its operating funds that are not classified pursuant to Policy 6100 as restricted, committed, or non-spendable and that exceeds the minimum fund balance below which the Superintendent is required by State law and Board Policy 6233 to notify the Board and the Commissioner of Education.

Any use of such funds to satisfy projected District obligations, such as funding provisions of a union contract or supplementing the capital work program, shall be approved by the Board. Therefore, recurring revenue estimates from existing sources shall serve as the ceiling for the Superintendent's recommended annual budget. Capital expenditures shall be funded from a local millage levy, the local impact fees, and State capital outlay sources, unless the Board specifically directs otherwise in advance of drafting the budget.

As required by Florida statutes and Board Policy 8310 - Public Records, all records related to the annual budget and the Five (5) Year Capital Work Program shall be open to the public for inspection.

It is understood that the District's records and financial statements shall be audited by the Auditor General, State of Florida, or, in those years not audited by the State Auditor General, by a contracted certified public accounting firm. The auditor shall prepare and submit to the Board an annual review and opinion of said records.

The Superintendent shall develop, update as needed, the administrative procedures necessary to provide for an equitable distribution of resources within the District and for the regular review of the fiscal budget and Five (5) Year Capital Work Program.

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F.S. 11.45

F.S. 218.39

F.S. 1001.42

F.S. 1010.30

6320 - PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES

Any School Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of school funds.

Purchases may be made through an online procurement system, an electronic auction service, or other efficient procurement tool.

Scope

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

A. employment contracts;

B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services; **See Policy 6322**

C. acquisition of auditing services pursuant to F.S. 218.391;

D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, and financial consultants, and other business or operational consultants, which shall be governed by Policy 6540;

E. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.057(12).

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Definitions

A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals, and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.

B. "Invitation to bid" means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

C. "Invitation to negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the District determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.

E. "Request for proposals" means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.

F. "Superintendent" means the "Superintendent or designee".

G. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.

H. "Request for Information" means an informal process to solicit information from vendors on items, commodities, or services. Participation in an RFI does not preclude a vendor from consideration of contract award.

Standards and Specifications

Before making any purchase of commodities or contractual services which the Superintendent is authorized by the Board to make or before recommending any purchase to the Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

Pre-Purchasing Review of Available Purchasing Agreements and State Term Contracts for Nonacademic Commodities and Contractual Services

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.

Competitive Solicitation Requirements for Commodities and Contractual Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than $50,000.00.

The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement.

A. Authority

The Superintendent is authorized to issue competitive solicitations.

B. Publication

Notice of competitive solicitations shall be published on the publicly accessible District website and may be otherwise issued electronically, by direct delivery, or other means which are appropriate under the circumstances. The required bid return date is to be announced at the time of the bid offering and shall not be less than five (5) working days from the bid offering date.

All advertisements and public notices published on a website as provided in F.S. Chapter 50 must be in a searchable form and indicate the date on which the advertisement or public notice first appeared on the website.

Bid Solicitation

The Superintendent is authorized to issue invitations for bids. Any solicitation for the procurement of commodities, contractual services or leases must include a provision notifying vendors that the Board will not request documentation of, consider, or give any preference based on, the vendor's social, political, or ideological interests.

C. Bid Responses

If fewer than two (2) responses are received in regard to a request for competitive solicitations, the director is empowered by F.S. 287.057 to recommend acceptance of the proposal received and/or open negotiations with a firm or individuals or request new proposals.

D. Bid Opening

Bids will be opened in the office designated in the bid advertisement with the Superintendent's designee and at least one (1) other District employee present.

E. Bid Rejection

The Board may reject any or all bids.

F. Bid Award

In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. The Board may choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased, should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple wards are clearly stated in the bid solicitation documents.

For a bidder to be considered responsive, the proposal must respond to all solicitation specifications in all material respects. Any irregularities or deviations from the bid specifications must be clearly stated in the bidder's response. The District, at its own discretion, may find any response nonresponsive.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

1. the experience (type of product or service being purchased, etc.) of the bidder;
2. the financial condition;
3. the conduct and performance on previous contracts (with the District or other agencies);
4. the bidder's facilities;
5. management skills;
6. the ability to execute the contract properly;
7. a signed affidavit ensuring that neither the bidder nor any subcontractor has entered into an agreement with any labor organization regarding the public improvement project;
8. additional information that may be determined to best economic advantage to the District.

Award of a competitive solicitation shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

Identical/Tie Low Bids

Identical (tie) bids are defined as two (2) or more bid proposals or proposals received by the District in response to a bid package that is equal in every respect as to terms, conditions, price, quality, and service. Award of tie bids proposals, except for preferences that may be outlined in Board policy, shall generally be determined by lot (e.g., coin toss) or on factors deemed to serve the best interest of the District.

Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations under the following conditions:

A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases from contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by the District at the same terms, conditions, and at above or below unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District. Contracts containing cooperative language shall be identified as "cooperative agreements".

B. Purchases made from prices established by the Department of Management Services, Division of Purchasing through its State negotiated agreement price schedule.

C. Competitive solicitations are required for pool purchases made as provided in F.S. 1006.27.

D. Purchase of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board policy.

E. The purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

F. The requirements for requesting competitive solicitations for making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:

1. Competitive solicitations have been requested in the manner prescribed by this policy.

2. The District has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the District may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.

G. If fewer than two (2) responsive proposals for commodity or contractual services are received, the District may negotiate on the best terms and conditions or decide to reject all proposals. The District shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.

H. Acquisition of information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(22), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier as best fits the needs of the District.

I. Purchases of insurance, risk management programs, or contracting with third-party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.

J. The Board may dispense with requirements for competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the District may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

K. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the District believes that commodities or contractual services are available only from a single source, the Purchasing Department will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Purchasing Department, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the department shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - Bid Protests, and may negotiate on the best terms and conditions with

the single source vendor.

L. The Board may make purchases of construction project materials directly from vendors, on behalf of the awarded construction manager, directly from vendors to take advantage of the District's "sales tax" exempt status.

M. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.

N. A contract for regulated utilities or government-franchised services may be awarded without competitive solicitations.

Contract

Each District contract for services must be reviewed by the Director of Purchasing and include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the District would provide the records and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the District, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements;

   All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District immediately upon receipt of the District's Director of Purchasing request.

Each contract must also include the following statement, in substantially the following form, identifying the contact information of the District's custodian of public records in at least fourteen (14) point boldface type: "IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF F.S. CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

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

Other governmental agencies and nonprofit tax-exempt organizations may purchase warehouse items, fuel, and print shop services provided they pay full cost of service plus all overhead cost as determined by the Finance Department.

All contracts for the purchase of goods and contractual services shall be presented to the Director of Purchasing for review and approval. The Director of Purchasing shall have the authority to enforce the use of District bid contracts.

All purchases of services delivered on District-owned sites require a contract.

Contracts shall be approved and executed as follows:

A. Superintendent/Designee Authority

The Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than ~~$49,999.99~~, **$99,999.99** so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts purchase orders to the same provider that are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of commodities or contractual services so as to avoid the monetary cap imposed by this policy. Delegations of contracting authority by the Superintendent to the deputy superintendents shall be in writing and shall specify the maximum obligation permitted up to **$49,999.99** ~~**$25,000**~~. Delegations of contracting authority by the Superintendent to the Director of Purchasing shall be in writing and shall specify the maximum obligation permitted up to **$24,999.99**~~**$15,000**~~.

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B. Emergency Purchases

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than **$99,999.99** ~~$49,999.99~~, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds and in accordance with F.A.C. 6A-1.012 may dispense with the requirements for competitive solicitation when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action.

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C. Board Approval

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving expenditure of public funds in an amount of **$100,000** ~~$50,000.00~~ or more. When practical, contracts will provide a "not to exceed" amount. If subsequent events require an increase in the contract amount, a contract amendment will be submitted for Board approval. **The Board must approve additional funding before incurring expenses that exceed a Board-approved contract amount.**

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~~The Superintendent is authorized to approve and execute modification to Board-approved contracts up to an involving an additional expenditure of public funds in an amount no greater than $49,999.99.~~

Purchase Order Approval

A. Bids/Exceptions

The Superintendent is authorized to issue purchase orders in accordance with bids awarded without further action of the Board so long as the obligation created does not exceed the Board-approved contract amount and does not exceed applicable appropriation within the District budget.

B. Contracts

The approval of a contract in accordance with this policy authorizes the Superintendent to approve and issue any purchase order required to fulfill the District's obligation under the approved contract without further action of the Board.

No contract for providing supplies, equipment, or services shall be entered into with any individual or business entity in which any member of the Board or the Superintendent has any financial interest.

No Board employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization in which the employee, his/her spouse, or child has a material interest as defined by F.S. Chapter 112.

Debarment

The Director of Purchasing shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The Director of Purchasing shall forward the debarment to the State of Florida Department of Management Services.

A. Cause of Debarment

The term "debar" or "debarment" means to remove a vendor from bidding on District work. Causes for debarment include, but are not limited to the following:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract

2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor

3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals

4. violation of contract provisions, including:

    a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and

    b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment

5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response

6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received

7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section

8. violation of the ethical standards set forth in State law

9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor, or service to any employee to influence the award of contract or purchase items from a contractor

10. existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered

11. any other cause the Director of Purchasing determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Notice of Recommended Decision

The Director of Purchasing or designee shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reason(s) for the action taken;

2. inform the vendor of its right to petition the Board for reconsideration; and

3. notify the Board of recommended decision.

C. Right to Request a Hearing

Any person who is dissatisfied or aggrieved with the notification of the determination to debar or suspend must, within ten (10) calendar days of such notification, appeal such determination to the Board.

D. Hearing Date

The Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Purchasing should be overturned. All parties shall be given notice of the hearing date.

Revised 11/14/17
Revised 8/11/20
Revised 11/9/21
Revised 12/13/22

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Legal

F.S. 50.0311
F.S. 119.0701
F.S. 255.05
F.S. 255.0516
F.S. 255.0518
F.S. 282.0041
F.S. 287.056
F.S. 287.084
F.S. 287.087
F.S. 287.132
F.S. 287.133
F.S. 295.187
F.S. 1001.43
F.S. 1001.451
F.S. 1010.04
F.S. 1010.07(2)
F.S. 1010.48
F.A.C. 6A-1.012, Purchasing Policies

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

Last Modified by Tamela Moody on November 21, 2023

Part Three

Policy 7100 – Facilities Planning
Revisions to Policy 7100 are based on amendments to F.S. 1013.385 (SB 7002). The previous specific areas for flexibility are replaced with the standard "to provide a school with the ability to operate in a facility on the same basis as a charter school..." Charter schools may, but are not required, to follow SREF. See F.S. 1002.33(18). However, any exception to specified design criteria for hurricane evacuation shelters must be with concurrence of the local emergency management agency or the division of Emergency Management.

Policy 8310 – Public Records
HB 1509 exempts from Florida's Public Records Act any information that would identify whether a person has been certified to serve as a school guardian.

Policy 8406 – Reports of Suspicious Activity and Potential Threats to Schools
Revisions to Policy 8406 include the requirement in HB 1473 that school districts provide age and developmentally appropriate instruction on FortifyFL within the first five (5) days of each school year.

Policy 8407 – Safe-School Officers
Revisions to Policy 8407 address new requirements in HB 1473 regarding certification, training, and reporting for individuals appointed as a school guardian.

Policy 8415 – Emergency and Crisis Management
The revisions to Policy 8415 are the result of SB 7002 which amended F.S. 252.38(1)(d). The revisions require that the School Board permit certain access and use of District facilities as may be required pursuant to the county emergency management plan and program.

Policy 8420 – Emergency Management, Emergency Preparedness, And Emergency Response
Revisions to this policy include the requirements of HB 1473 regarding school safety inspections and specific inspection and reporting responsibilities of the School Safety Specialist. Also included are the new school safety requirements (effective August 1, 2024) cited in F.S. 1006.07(6)(f).

Policy 9211 – Parent Organizations, Booster Clubs, and Other Outside Support Organizations
Technical revisions.

Policy 9800 – Charter Schools
In light of the frequency of revisions needed to Policy 9800, the lack of flexibility for school boards to adopt policies related to charter schools, and the reality that most charter school issues are specifically addressed in Florida Statutes, State Board of Education Rules, and charter agreements, Neola has decided to significantly revise Policy 9800 by removing provisions that merely restate portions of F.S. 1002.33. The revised Policy 9800 should require fewer revisions moving forward.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of FACILITIES PLANNING
Code	po7100 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	November 14, 2017

7100 - **FACILITIES PLANNING**

The School Board recognizes that careful, prudent planning is essential to the efficient operation of the schools and that planning must be grounded on accurate data. In order to assure that future District construction supports the educational program and responds to community needs, the Superintendent will prepare Five Year Facilities Work Plan and submit it to the Board for approval. Upon approval of the plan, the Superintendent will revise the plan and submit it to the Board for approval by October 1st annually.

The plan shall include a thorough description and analysis of local and regional demographic factors which influence general population growth and public school enrollments.

In order to apprise the Board of the continuing relevance of the District's plan, the Superintendent shall:

A. annually report to the Board on the capacity by school, attendance by school, school type and school service area, and residential growth approved in the District and its potential impact in the District;

B. prepare student enrollment projections every year and compare the actual enrollment figures to the previously projected figures to detect early, for the benefit of the Board, any changes in enrollment trends;

C. report any additional data that would assist the Board in making decisions on the capital plan.

In planning for the enlargement or modification of its facilities, the Board shall consider not only the number of children whose educational needs must be met, but also the physical requirements of the program it deems best suited to meet those needs. The District shall provide suitable accommodations to carry out the educational program of the school including provision for the disabled, pursuant to law and regulation.

Exceptions to Construction Requirements; Hurricane Evacuation Shelters

The Board may, with a majority vote at a public meeting that begins no earlier than 5 p.m., adopt a resolution to implement one (1) or more of the exceptions to the educational facilities construction requirements described belowto provide a school with the ability to operate in a facility on the same basis as a charter school pursuant to F.S. 1002.33(18).

When a hurricane evacuation shelter deficit exists, as determined by the Division of Emergency Management, in the regional planning council region in which the District is located makes public shelter design criteria applicable, any exception to the public shelter design criteria remain subject to the concurrence of the applicable local emergency management agency or the Division of Emergency Management. The Board may not be required to build more emergency-shelter space than identified as needed in the statewide emergency shelter plan.

Revised 11/14/17

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Legal	F.S. 553.73 F.S. 1013.37 F.A.C. 6A-2.0010 Section 114, Florida Building Code

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PUBLIC RECORDS
Code	po8310 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	May 24, 2022

8310 - **PUBLIC RECORDS**

The School Board recognizes its responsibility to maintain the public records of this District and to make such records available for inspection and reproduction.

Exemptions from Public Records

"Public records" generally means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the School Board. Due to the growing number of exemptions set forth in Florida law, it is impracticable for the School Board to provide an all-inclusive list of every document that may be exempt from the definition of "public records". However, "public records" do not typically include student records, examination and assessment instruments, medical records, documents containing genetic information, trial preparation records, and confidential law enforcement investigatory records, all of which are legally exempt from public disclosure. The determination of whether a particular document is legally exempt will be made upon receipt of a request for release of said document as a public record.

Personally identifiable information of a dependent child of a current or former officer or employee of the School District, who is insured by a group insurance plan provided by the District, is also exempt from public records requirements as set forth in the State Constitution and State statutes. This exemption applies to all personally identifiable information held by the District.

Further, the home addresses, telephone numbers, dates of birth, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel-related duties, as well as the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel, and the names and locations of schools and daycare facilities attended by the children of such personnel, are exempt from F.S. 119.07(1) and Section 24(a), Article 1 of the State Constitution.

Any information held by the Board that would identify whether a person has been certified to serve as a school guardian is exempt from F.S. 119.07(1) and Section 24(a), Article 1, of the State Constitution.

The identity of a school or postsecondary educational institution, the personally identifiable information of any District personnel, or any specific allegations of misconduct obtained or reported pursuant to an investigation of a testing impropriety conducted by the Department of Education are confidential and exempt from the constitutional public records provisions until the conclusion of the investigation or until such time as the investigation ceases to be active.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to his/her address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

Access to Public Records

Pursuant to State law, the Superintendent shall appoint a Records Management Liaison Officer (RMLO), such appointment is the Director of Communications, Family and Community Engagement, who shall serve as the primary point of contact between the District and the Division of Library and Information Services of the Florida Department of State, which is the agency responsible for the State's records management program. The Superintendent may also appoint a Custodian of Records for the District who shall be responsible for implementing the requirements in State law and the State's records management program regarding the public records maintained by the District.

Any individual may inspect and request copies of public records of this District during the regular business hours of the office in which such records are maintained. The District may not require requests for public records to be in writing, nor may the person requesting the information be required to disclose name, address, or phone number unless specifically required to do so by law. The Custodian of Records is authorized to grant or refuse access to the records of this District in accordance with the intent of this policy and applicable law.

Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision of the custodian of public records.

A District employee who has custody of public records may designate another District employee to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy the public records.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

A custodian of public records and/or his/her designee must promptly acknowledge, in writing, requests to inspect or copy records promptly and respond to such requests in good faith. A good-faith response includes making reasonable efforts to determine from other officers or employees of the School District whether such a record exists, and, if so, the location at which the record can be accessed. Upon determination that the requested record exists, it must be reviewed to determine whether it contains any information that would be statutorily exempt from public inspection or copying as provided by law. See Policy 8350 – Confidentiality.

Duplicated copies or certified copies of the District's public records shall be provided upon payment of the appropriate fee set forth in the Florida statutes. If the nature or volume of the public records requested will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by District personnel, a special service charge attributable to the extensive use of the information technology resources and/or the labor cost of the personnel providing the service will be collected as permitted by State law.

In addition, the actual cost of duplication will be collected for copies of the District's public records in a form other than a duplicated copy. The special service charge will also be collected if the requested copies of the public records in a form other than duplicated copy will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by District personnel as permitted by State law.

If the request for copies of a public record in any form could result in the collection of a special service charge, an estimate of the fee that will be due and payable shall be provided to the requestor. The duplication of the requested records will commence upon payment of the estimated fee by the requestor.

No public record may be removed from the office in which it is maintained, except by a Board employee in the course of the performance of his/her duties.

All District records will be maintained in accordance with general records schedules GS1-SL and GS7, as established by the Department of State.

Revised 5/24/22

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Legal

F.S. Chapter 119

F.S. 119.071(2)(k)

F.S. 257.36(5)(a)

F.S. 286.011

F.S. 1002.221

F.S. 1003.25(1)

20 U.S.C. 1232g

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 C.F.R. Part 1635

Article I, Section 24, State Constitution

F.A.C. 1B-24.001

F.A.C. 1B-24.003

F.A.C. 1B-26.0021

F.A.C. 1B-26.003

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 8/5/24 fsj
Status	
Adopted	August 11, 2020
Last Revised	May 24, 2022

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Manatee County Sheriff's Office, Bradenton Police Department, Palmetto Police Department or Holmes Beach Police Department;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL");

C. contacting the District's School Safety Specialist as follows:

1. in person at 1 Matzke Way Blvd #9, Bradenton, FL 34208;

2. via-telephone at (941) 708-8800 ext 44071;

3. via email at safetyandsecurity@manateeschools.net;

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Chief of Safety & Security or his/her designee.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report.

Technical Correction 5/24/22

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Legal	F.S. 119.07
	F.S. 943.082
	F.S. 1006.07
	F.A.C. 6A-1.0018

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.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after-school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after-school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

Revised 7/27/21
Revised 3/8/22
Revised 12/13/22
Revised 3/28/23

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Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of EMERGENCY AND CRISIS MANAGEMENT
Code	po8415 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	November 10, 2020

8415 - **EMERGENCY AND CRISIS MANAGEMENT**

The School Board recognizes that the use of its facilities and transportation services can be invaluable to this community in a crisis or emergency. Therefore, in the event of a local or State emergency and upon the request of the local emergency management agency, the District shall participate in the emergency management effort by providing its facilities for use as emergency congregate shelters and by providing personnel necessary to ~~staff~~access them or perform other duties related to the facilities as may be required pursuant to the county emergency management plan and program. Additionally, if needed, the District shall coordinate the use of its vehicles and transportation personnel with the local emergency management agency to facilitate an emergency evacuation or for other related purposes.

The Board authorizes the Superintendent to establish a crisis management team whose members shall be trained in various emergency procedures.

If a life-threatening emergency is anticipated in or near the District, crisis management team members, as well as the principals and other designated personnel of schools serving as emergency congregate shelters, shall make themselves available as needed. Unless otherwise designated, the principal of each school serving as a congregate shelter shall be the "shelter manager" and shall be responsible for all aspects of the operation of the emergency congregate shelter.

The Board recognizes that exempt and nonexempt employees who serve on the crisis management team and who staff the congregate shelters during a declared emergency will be providing services that exceed their contractual obligations by working on days and at times when other District employees are not required to be on duty. In addition to receiving their regular pay in accordance with the Board-adopted salary schedule for their position, the Board shall pay supplements to those employees who perform duties in direct support of the District's congregate sheltering operations on days when other District employees are not required to be on duty in accordance with the schedule for such emergency service that is adopted by the Board. Nonexempt staff members who receive such supplements shall also receive one and one-half (1 1/2) times the established rate in the Board-approved schedule for such emergency service for hours worked beyond forty (40) hours in a seven (7) day period. In any case, the pay received shall be considered extra compensation and shall not be part of the employee's base salary prospectively.

Following the use of District facilities as congregate shelters, the Superintendent shall calculate the amount spent during the period the facilities were used for congregate shelters that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:

A. utilities (e.g., power, water, and telephone),

B. generator usage (rental costs and/or fuel required),

C. costs related to use of buses and other vehicles, excluding operator costs.

The Superintendent is authorized to submit the itemized total expended by the District for extra compensation for exempt and nonexempt staff, as well as the additional amount expended for the operation of the District facilities used as congregate shelters, to the Federal Emergency Management Agency (FEMA) for reimbursement. The Board shall be informed of the amount of reimbursement requested from FEMA at the next regularly-scheduled Board meeting.

During local or State emergency, based upon the health, safety, and welfare to the employee and others, the Superintendent is authorized to direct an employee to shelter in place. The employee will be fully compensated their normal rate of pay and any shift differential in pay during such time period.

Revised 7/28/20
Revised 11/10/20

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Legal

F.S. 252.38

F.S. 252.385

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1006.07

F.S. 1013.10

F.S. 1013.372

8420 - EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES

Emergency Management and Emergency Preparedness

The School Board recognizes that its responsibility for the safety of students and staff requires that it formulate and prescribe in consultation with appropriate public safety agencies emergency management and emergency preparedness procedures for all public schools in the District, including emergency notification procedures for life-threatening emergencies, including, but not limited, fires; natural disasters; bomb threats; weapon-use, hostage and active assailant situations; hazardous materials or toxic chemical spills; weather emergencies, including hurricanes, tornadoes, and severe storms; and exposure as a result of a manmade emergency and that such emergencies are best met by preparedness and planning. Such procedures shall meet the requirements of the State Board of Education rules.

Policies and procedures for emergency drills and fire drills shall be developed in consultation with the appropriate public safety agencies, including at a minimum, law enforcement, fire service, and emergency management.

The active assailant situation training for each school must engage the participation of the School Safety Specialist, threat assessment team members, faculty, staff, and students and must be conducted by the law enforcement agency or agencies that are designated as first responders to each school's campus.

Pursuant to Policy 8405 - *School Safety and Security*, the Superintendent (in conjunction with the School Safety Specialist) shall develop, and revise as necessary, a School Safety Plan to provide for the safety and welfare of the students and staff, as well as a system of emergency preparedness and accompanying procedures that provide for the following:

A. a listing of the commonly used alarm system response for specific types of emergencies and verification by each school that drills have been provided as required by law, State Board of Education rules, and fire protection codes (such drills shall include accommodations conducted at exceptional student education centers);

B. the health and safety of students and staff are safeguarded;

C. embraces a collaborative effort with community emergency responders;

D. the time necessary for instructional purposes is not unduly diverted;

E. minimum disruption to the educational program occurs;

F. students are helped to learn self-reliance and trained to respond sensibly to emergency situations;

G. the system is supported by ongoing training that will include practical application and appropriate "drills" as required by F.S. 1001.42;

H. evacuation drills should represent actual emergencies, including, but not limited to firearm, natural disasters, and bomb threats;

I. emergency egress and relocation drills (including, but not necessarily limited to, fire drills) in accordance with the requirements of the Florida Fire Prevention Code, the Fire Code (NFPA 1), and the Life Safety Code (NFPA 101);

J. drills for active assailant and hostage situations must be conducted in accordance with developmentally appropriate and age-appropriate procedures as specified in State Board of Education rules and

   Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the District's School Safety Specialist, must be physically present on campus and directly involved in the execution of active assailant drills. The District's School Safety Specialist must notify law enforcement officers at least twenty-four (24) hours before conducting active assailant emergency drills at which such law enforcement officers are expected to attend.

K. floor plans of each school must be provided to all community emergency responders in support of evacuation procedures.

The District shall comply with the school safety requirements in accordance with F.S. 1006.07(6)(f), including the following:

A. All gates or other access points that restrict ingress to or egress from a school campus shall remain closed and locked when students are on campus. A gate or other campus access point may not be open or unlocked, regardless of whether it is during normal school hours, unless:

   1. attended or actively staffed by a person when students are on campus;

   2. the use is in accordance with a shared use agreement pursuant to F.S. 1013.101; or,

   3. the School Safety Specialist, or designee, has documented in the Florida Safe Schools Assessment Tool portal maintained by the Office of Safe Schools (OSS) that the gate or other access point is not subject to this requirement based upon other safety measures at the school. The office may conduct a compliance visit pursuant to F.S. 1001.212(14) to review if such determination is appropriate.

B. All school classrooms and other instructional spaces must be locked to prevent ingress when occupied by students, except between class periods when students are moving between classrooms or other instructional spaces. If a classroom or other instructional space door must be left unlocked or open for any reason other than between class periods when students are moving between classrooms or other instructional spaces, the door must be actively staffed by a person standing or seated at the door.

C. All campus access doors, gates, and other access points that allow ingress to or egress from a school building shall remain closed and locked at all times to prevent ingress, unless a person is actively entering or exiting the door, gate, or other access point or the School Safety Specialist, or designee, has documented in the Florida Safe Schools Assessment Tool portal maintained by the Office of Safe Schools that the open and unlocked door, gate, or other access point is not subject to this requirement based upon other safety measures at the school. The office may conduct a compliance visit pursuant to F.S. 1001.212(14) to review if such determination is appropriate. All campus access doors, gates, and other access points may be electronically or manually controlled by school personnel to allow access by authorized visitors, students, and school personnel.

D. All school classrooms and other instructional spaces must clearly and conspicuously mark the safest areas in each classroom or other instructional space where students must shelter in place during an emergency. Students must be notified of these safe areas within the first ten (10) days of the school year. If it is not feasible to clearly and conspicuously mark the safest areas in a classroom or other instructional space, the school safety specialist, or designee, must document such determination in the Florida Safe Schools Assessment Tool portal maintained by the OSS, identifying where affected students must shelter in place. The OSS shall assist the School Safety Specialist with compliance during the inspection required under F.S. 1001.212(14).

Persons who are aware of a violation of the requirements must report the violation to the Principal. The Principal must report the violation to the school safety specialist no later than the next business day after receiving such report. If the person who violated this paragraph is the Principal or charter school administrator, the report must be made directly to the Superintendent or charter school governing board, as applicable.

Instructional and administrative personnel as well as educational support employees and managers as defined in F.S. 1012.01 who knowingly violate school safety requirements shall be subject to the District's progressive discipline policy.

All threats to the safety of District facilities, students, and staff shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness. Any aspect of the emergency preparedness plan and/or procedures that are included in the School Safety Plan shall remain confidential and exempt from public records disclosure in accordance with State law.

The Superintendent, as part of the development of the emergency preparedness plan and procedures, shall establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of school campuses.

Completion of emergency drills shall be documented at all school facilities in the District.

An after-action report must be completed following each emergency drill and fire drill. After-action reports must:

A. identify the type of drill, location and date of the drill, participants, and involvement of law enforcement or other public safety agencies;

B. describe actions taken by participants;

C. analyze areas of success and areas where improvement is needed;

D. include input from public safety agencies; and,

E. include a plan for corrective action.

After-action reports must be submitted to the District school safety specialist for review fifteen (15) calendar days following completion of the drill.

The District shall maintain a record that is accessible at each school or by the OSS of all current school year and prior school year drills conducted, including the names of law enforcement personnel present for each active assailant emergency drill.

Alyssa's Alert/Mobile Panic Alert System

In accordance with the requirements of F.S. 1006.07, the District shall implement a mobile panic alert system. The District will select a system under contract with FL DOE or procure a different system. The District will maintain current listings of mobile panic alert systems implemented by all public schools, including charter schools, within the District. Such list shall include the school name, address, and MSID number, and vendor or application implemented. The list will be provided to the Office of Safe Schools via email by August 1, 2022, and will be updated within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of District-provided information.

The District's mobile panic alert system will include mobile devices placed throughout each school campus. In determining the number and placement of devices needed to afford all staff members the ability to silently and easily activate a panic alert in the event of an on-campus emergency, the District will consider using a combination of fixed panic alert buttons, mobile and desktop applications, landline phone capabilities, and wearable panic alerts (such as on a lanyard).

The District's policies and procedures related to Alyssa's Alert/Mobile Panic Alert Systems will be developed in consultation with the County 911 authority and local emergency management office to ensure that the system integrates with local public safety answering point (PSAP) infrastructure to transmit calls and mobile activations.

Parents of District students will be timely notified pursuant to procedures adopted by the Superintendent of threats and the following unlawful acts and significant emergencies that occur on school grounds, during school transportation, or during school-sponsored activities:

A. weapons possession or use when there is intended harm toward another person, hostage, and active assailant situations;

B. murder, homicide, or manslaughter;

C. sex offenses, including rape, sexual assault, or sexual misconduct with a student by school personnel;

D. natural emergencies, including hurricanes, tornadoes, and severe storms.

E. exposure as a result of a manmade emergency.

The information in this section shall be part of the School Safety and Security Plan, and, therefore, confidential.

F.S. 1006.07(6)(f)

Revised 5/25/19
Revised 8/11/20
Revised 7/27/21
Revised 5/24/22
Revised 12/13/22
Revised 4/23/24

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Legal

Florida Fire Prevention Code (F.S. 633.202)

F.S. 1001.43

F.S. 1006.07

F.S. 1006.07(6)(f)

F.S. 1013.13

Fire Code (NFPA 1)

Life Safety Code (NFPA 101)

F.A.C. 6A-1.0018

Last Modified by Frankie St James on August 5, 2024

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS
Code	*po9211 fsj 5/29/24 found this in drafts in the 9000 section. Check if it has been adopted
Status	
Adopted	October 23, 2018

9211 - PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS

The School Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students and/or provide extra educational benefits not provided for, at the time, by the Board.

Parent Organizations

The Board supports all parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parent organization must share responsibility with the Board for the welfare of participating students. Any new parent organization desiring to use the name or offices of the District must obtain the approval of the Principal as a prerequisite to organizing. The nonstudent organization agreement must be signed annually by the organization and principal. This agreement provides the guidelines for operating. Parent organizations must have an active membership status as required by the parent organization. Failure to comply will void the agreement with the school and will be converted to a school-based organization of the school.

Booster Clubs and Other Outside Support Organizations

Outside support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. Outside support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability (including HIV, AIDS, or sickle cell trait), 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"). Persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

Representatives and members of approved school-related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.

The Board will not tolerate any undue pressure, harassment, or intimidation designed to coerce parents or teachers into membership in one (1) organization as opposed to another.

The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.

These needs may be educational to parents and/or children. In addition to parents, membership should be made available to District staff and members of the community.

Outside support organizations shall obtain their own tax identification number and submit and a W-9 and bylaws to the principal for review and approval in addition to any other documents required by Federal or State law and/or Board policies.

Outside support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out their activities. Outside support organizations shall purchase liability insurance (riders – self-insured) to cover such indemnification and to protect the outside support organization and Board against claims for damage or injury resulting

from any act or omission on the part of the outside support organization. The amount of insurance coverage shall not be less than $1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.

School-Based Organizations

School-based organizations include, but are not necessarily limited to, clubs, classes and departments, and other school-sponsored groups.

All fund-raising activities must be approved by the principal. The financial transactions of each school organization shall be accounted for in the school internal funds. All funds handled by Board employees during normal working hours shall be included in and become part of the internal funds of the school unless accounted for in the District-level accounting system. All school organizations, or organizations operating in the name of the school, that obtain money from the public shall be accountable to the Board for receipt and expenditure of those funds in the manner prescribed by the Board. If approved by the Board, a school-based, direct-support organization as defined under F.S. 1001.453 may have all financial transactions accounted for in school internal funds.

Funds collected by and used for the benefit of faculty and staff may be exempt from the preceding requirements if authorized by the Superintendent.

Student participation in fund-raising activities shall not be in conflict with the program as administered by the Board and shall be in compliance with Policy 5830 and Policy 6610.

The objective of fund-raising activities by a school, by any group within a school, or in the name of a school shall not conflict with programs as administered by the Board.

Funds collected shall be expended to benefit those students of the particular school raising funds in school unless those funds are being collected for a specific documented purpose or are generated by career education production shops. Career education production revenues shall benefit the students or program that generated the funds or the student body. Those internal account funds designated for general purposes shall be used to benefit the student body.

Collecting and expending of school internal account funds shall be in accordance with Chapter 8 of the Financial and ~~&~~ Program Cost Accounting and~~&~~ Reporting for Florida Schools, 2023Red Book ~~2014~~. Sound business practices shall be observed in all transactions.

Each school organization shall be subject to audit upon request by the District at the expense of the school-based organization.

For any fund-raisers by student clubs and organizations, parent groups, or boosters clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs, the USDA Smart Snacks in Schools regulations, F.A.C. 5P-1.003, and applicable State law, unless the Food Service Director grants an exception to this requirement pursuant to F.A.C. 5P-1.003. If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8550, Competitive Foods, whether those food items and beverages are compliant with, or an exception to, the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations.

If an exception is granted to the requirement that food items and beverages available for sale to students on campus between one (1) hour after the last lunch period and thirty (30) minutes after the end of the school day are compliant with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations, the Principal shall also comply with all requirements set forth in F.A.C. 5P-1.003, including the maintenance of required records.

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7 C.F.R. 210.11

42 U.S.C. 1779

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1010.01

F.S. 1010.20

F.S. 1011.07

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

F.A.C. 6A-1.001, District Financial Records

F.A.C. 6A-1.087, School Board Responsible for Internal Funds

F.A.C. 6A-1.091, Purchases from Internal Funds

Chapter 8, Financial and Program Cost Accounting and Property for Florida Schools, 2014

9800 - **CHARTER SCHOOLS**

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within ____Manatee_____ County, Florida. The Board 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 as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract submitted to the Board within the time frame set forth in State law.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of five (5) years, excluding two (2) planning years. The Board 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 (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 and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance~~charter school utilizing the State-approved Florida Standard Charter Contract. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33 and as otherwise required by law.

~~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~~Charter contracts may be non-renewed or terminated as set forth in the charter contract or as otherwise permitted under State law. Such conditions may include, but are not necessarily limited to, when a charter school:

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. 1002.345; and/or

C. materially violates the law.

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to ~~[ ] the office of the Superintendent~~ [x] _Department of District Support_____. Failing to send the letter of intent will in no way negatively impact the application.

Applicants must submit the State-approved Standard Charter School Application along with all documents required by State law.

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

~~**Controlled Open Enrollment**~~

~~If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).~~

~~**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 Board 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 must reside in the District and 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. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

   The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental

involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

    a. notify the Board of changes in membership within forty-eight (48) hours of change; and

    b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the charter school.

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 as it 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 Board 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 Board 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 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 Board 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 Board 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 Board 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 Board 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.

D. Voluntary Closure of Charter School

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

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**~~

F. **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 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.

~~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 applications received during the school year and up to August 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, 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 FLDOE 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, FLDOE 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 District will provide training to charter schools on systems the District requires charter schools to use.

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.

By September 15th of each year, the Board shall provide a report to charter schools it sponsors and the FLDOE on what services are being rendered from the District's portion of the administrative fee, including a list of the services.

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 maximize 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.~~

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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

Last Modified by Frankie St James on August 5, 2024

AGENDA ITEM NO. 13.2

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval to Adopt and Amend School Board Policies

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Bylaw 0131
Policy 1410
Policy 3410
Policy 2271
Policy 2340
Policy 2370.01
Policy 2371
Policy 2260
Policy 2440
Policy 2460
Policy 3120.03
Policy 3120.08
Policy 4120.03
Policy 4120.08
Policy 3130
Policy 5330.01
Policy 6210
Policy 6320
Policy 7100
Policy 8310
Policy 8406
Policy 8407
Policy 8415
Policy 8420
Policy 9211
Policy 9800

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

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

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

Recommendation
The Superintendent recommends approval to adopt and amend School Board policies.

Financial Impact
No Financial Impact.

Contact
Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
October 8 Policies Part One
October 8 Policies Part Two
October 8 Part Three

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on October 8, 2024

Part One

Policy 0131 – Legislative/Policymaking
The revisions to Policy 0131 incorporate F.S. 120.54(f) which provides school boards flexibility to adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute. This language is added so that school boards are aware that policies may be adopted in advance of the effective date of a statute (although the policies may not be effective until the statute upon which they are based are effective).

Policy 1410 – Administrative Salary
Policy 3410 – Compensation
The revisions to Policy 1410 and 3410 are the result of amendments to F.S. 1012.22 (SB 7002). The amendments permit school boards to use advanced degrees in setting a salary schedule for instructional staff and administrators if the degree is held in an individual's area of certification. Before the statutory amendment, compensation for an advanced degree was permitted only in the form of a supplement.

Policy 2271 – Articulation and Access to Florida College System Institutions
The revisions to Policy 2271 are the result of HBs 1285 and 1473. The policy now specifies that articulation agreements may address dual enrollment course offerings both in person and online. Additionally, the policy now requires that when a student is dual enrolled, the Superintendent must inform the postsecondary institution of the arrest of the dual enrolled student within one (1) business day of the Superintendent receiving notice of the arrest from law enforcement.

Policy 2340 – Field and Other District-Sponsored Trips
SDMC revision to policy for better clarification.

Policy 2370.01 – Virtual Instruction
The revisions to Policy 2370.01 incorporate amendments to F.S. 1002.45 (Virtual Instruction Programs) as a result of HB 1285 and SB 7004. The revisions include the following: (1) deletion of the list of various virtual options that must be made available; (2) addition of language regarding virtual student participation in statewide assessments and progress monitoring; (3) deletion of open enrollment notice requirements; and, (4) deletion of a reference to online course requirements for graduation.

Policy 2371 – Hope Scholarships
The revisions to Policy 2371 incorporate amendments to F.S. 1002.40 (The Hope Scholarship Program) based on HB 1403. The policy revisions address program eligibility and School District obligations.

Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity
The revisions are due to the repeal of F.S. 1002.311 (Single-gender programs authorized). Of note, while F.S. 1002.311 was repealed, F.S. 1000.05 still permits students to be separated by sex for a single-gender program, for any portion of a class that deals with human reproduction, or during participation in bodily contact sports. The technical revisions delete legal references to F.S. 1002.311 and the No Child Left Behind Act.

Policy 2440 – Summer Programs

The revisions to Policy 2440 are the result of SB 7004 and include the addition of new provisions related to the operation of VPK programs and coordinated screening and progress monitoring requirements. A legal reference to F.S. 1003.428 has also been removed due to the repeal of the statute.

Policy 2460 – Exceptional Student Education

The revisions to Policy 2460 are part of Neola's ongoing work with clients. In light of frequent changes to state-wide testing programs and exemptions for ESE students, the revisions to Policy 2460 remove outdated exemption language. Legal references to F.S. 1003.4282 and F.A.C. Rule 6A-1.09963 have also been added to the policy.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of LEGISLATIVE/POLICYMAKING
Code	po0131 8/4/24 fsj
Status	
Adopted	November 9, 2016
Last Revised	May 24, 2022

0131 - **LEGISLATIVE/POLICYMAKING**

The School Board is the policymaking body for the School District. After considering recommendations submitted by the Superintendent, the Board shall adopt bylaws and policies for the organization and operation of the Board and efficient operation and general improvement of the School District. The Board, by majority vote, may direct the superintendent to develop policies for recommendation on topics of interest to the Board.

The term "rule" for purpose of this policy is defined in F.S. 120.52; it does not include "curricula by an educational unit". As used in this bylaw, the term "rule" and "policy" shall have the same definition. The development or prescription of curriculum by the Board is removed from the procedural requirements for policymaking.

F.S. 1001.41

The Board may determine policy matters governed by permissive law, but not on matters governed by mandatory law. No policy can be in conflict with the operative law of the State or with State Board of Education rules. Any provision of a collective bargaining agreement which is ratified by the Board and affects collective bargaining members shall prevail over any Board policy conflicting with the agreement during the term of the agreement.

Board adoption of policies or revisions to policies shall be pursuant to Florida statutes.

F.S. 120.536(1), 120.54

Policy Development

The Superintendent shall publish notice of the development of a proposed policy before providing notice of a proposed policy as required below. The notice of policy development shall indicate the subject area to be addressed by policy development; provide a short, plain explanation of the purpose and effect of the policy development; cite specific legal authority for the proposed policy; and state how a person may obtain or access, without cost, a copy of any preliminary draft, if available.

The Board may hold workshops for the purpose of policy development after publication of the notice of policy development.

F.S. 120.54(2)

Adopting Policies

The Superintendent shall present any proposal relating to a policy amendment, the repeal of any policy, or the adoption of a new policy in writing to the Board including a written explanation of the proposal in accordance with Florida law.

A. Notice of Proposed Policy: After the Board has determined that it will give due consideration to the proposal for adoption, amendment, or repeal of a policy, the Superintendent shall give immediate and proper written notice to the public pursuant to the provisions of Florida law. The notice shall include a brief and concise explanation of the proposed policy's purpose and effect, the estimate of economic impact to all individuals affected by the proposed new policy or revision of an existing policy, the legal authority for the Board's action, the location where the text of the proposed revision to current policy or new policy may be obtained or accessed, and the procedure for requesting

a public hearing on the proposed policy.

B. Hearings: Any person who is affected by a proposed policy, policy revision, or the repeal of a policy, may within twenty-one (21) days following notice of the proposal to adopt or repeal such policy, file a written request with the Board for a hearing on the proposed action.

The Board may also, on its own initiative, schedule a public hearing for any proposed policy adoption, revision, or repeal.

C. Rulemaking Record: Any material pertinent to the issues under consideration submitted to the Board within twenty-one (21) days after the date of publication of the notice under paragraph B above or submitted to the Board between the date of publication of the notice and the end of the final public hearing shall be considered by the Board and made a part of the record of the rulemaking proceeding.

D. Board Action: The Board's final vote to adopt, amend, or repeal a policy will occur no sooner than twenty-eight (28) days following publication of the published notice in paragraph A above.

E. The Superintendent shall file immediately in his/her office a copy of any new policy, policy revision, or repealed policy adopted by the Board; policy handbooks and the Board's website shall be updated accordingly.

F. All policies shall become effective upon adoption by the Board, unless another time certain date is specified therein. The Board may adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute, but the policy may not be effective until the statute upon which it is based is effective.

F.S. 120.54

Notices

All notices pertaining to policymaking shall be published:

A. in a newspaper of general circulation in the District;

Internet publication for School District notices under F.S. 50.0211(1)(b) may be made on the website of any newspaper in the county to which the legal notice pertains.

B. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and

C. by posting on the District's website and in appropriate places.

Incorporation by Reference

A policy may incorporate material by reference, but only as the material exists on the date the policy is adopted. For purposes of the policy, changes in material are not effective unless the policy is amended to incorporate the changes. Material incorporated by reference in a policy may not incorporate additional material by reference unless the policy specifically identifies the additional material. The reference in the policy to the material being incorporated must include a date or other designation, so that the reader will know exactly what version of the material has been adopted and made part of the rule.

F.S. 120.54(1)(i)(1)

A District policy that incorporates by specific reference another policy of the District automatically incorporates subsequent amendments to the referenced policy, unless a contrary intent is clearly indicated in the referencing policy. Any notice of amendments to a policy that has been incorporated by specific reference in other policies of the District must explain the effect of the amendments on the referencing policies.

F.S. 120.54(1)(i)(2)

Material may not be incorporated into Board policies by reference unless:

A. the material can be made available for free public access through electronic hyperlink from the Board's website listing the policy and making the reference; or,

B. the District has determined that posting of the material on the internet for purposes of public examination and inspection would constitute a violation of Federal copyright law, in which case a statement to that effect, along with the addresses and locations of the District office at which the material is available for public inspection, is included in the notice required.

F.S. 120.54(1)(i)(3)(17)

Challenge to Existing Policy

Any person substantially affected by an existing Board policy may petition the Division of Administrative Hearings, Florida Department of Administration, to conduct a hearing on the validity of a policy pursuant to Florida statutes. Any hearing examiner's decision which is adverse to the Board or to the person substantially affected may be judicially reviewed.

F.S. 120.56(1)

Challenge to Proposed Policy

Any person who is substantially affected by a proposed policy, policy revision, or the repeal of a policy may, within twenty-one (21) days following notice of intent to adopt or repeal such policy, file a written request with the Board seeking an administrative determination as to the validity of the proposed action.

F.S. 120.56(2)

Emergency Policies

The Board may determine that the public health, safety, or welfare is endangered and that immediate action is required to protect the public interest. When this occurs, the Board, at any meeting in which a quorum is present, may adopt emergency policies, without complying with the waiting period as provided above. The Superintendent shall properly record the effective date for any such emergency policy. Any emergency policy shall not be valid in excess of ninety (90) days from the adoption or effective date.

Public Input and Access to Policies

Any Board employee, citizen, or agency may submit a policy proposal to the Superintendent's office.

A copy of the compiled policies shall be available for inspection in the Superintendent's office.

The Board policies shall also be accessible on the District's website.

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F.S. 120

F.S. 120.536(1)

F.S. 120.54

F.S. 120.54(1)(i)(1)

F.S. 120.54(1)(i)(2)

F.S. 120.54(1)(i)(3)(17)

F.S. 120.54(2)

F.S. 120.56(1)

F.S. 120.56(2)

F.S. 1001.41

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ADMINISTRATIVE SALARY
Code	po1410 8/4/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	February 13, 2018

1410 - **ADMINISTRATIVE SALARY**

The base salary of all administrators shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board on the recommendation of the Superintendent:

A. the annual salary schedule for District-based administrators;

B. the grandfathered salary schedule for school administrators who were hired before July 1, 2014; and

C. the performance salary schedule for school administrators who are hired after July 1, 2014, and those administrators who have opted into this performance salary schedule.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District

Annual Salary Schedule for District-Based Administrators

The annual salary schedule for District-based administrators shall be used as the basis for paying administrators classified as District-based instructional administrators and district-based non-instructional administrators. For purposes of this salary schedule District-based instructional administrators include assistant, associate, or deputy superintendents and directors of major instructional areas, such as curriculum, Federal programs such as Title I, specialized instructional program areas such as exceptional student education, career education, and similar areas, and non-instructional administrators include assistant, associate, or deputy superintendents and directors of major non-instructional areas, such as personnel, construction, facilities, transportation, data processing, and finance.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned if the degree is held in the administrator's area of certification..

Grandfathered Salary Schedule for School Administrators

The grandfathered salary schedule shall be used as the basis for paying school administrators hired before July 1, 2014. For purposes of this salary schedule, "school administrators" include school principals; school directors who are staff members performing the assigned activities as the administrative head of a school; career center directors; and assistant principals.

The grandfathered salary schedule for school administrators shall base a portion of the school administrator's salary on demonstrated performance as evaluated in accordance with State law and Policy 1220, Evaluation of Administrative Personnel.

The grandfathered salary schedule for school administrators shall provide differentiated pay that is based upon the following District-determined factors:

A. additional responsibilities;

Upon the recommendation of the Superintendent, the Board shall approve a list of additional responsibilities for

which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators who are assigned one (1) or more of the additional responsibilities approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the salary adjustment specified in the Board adopted salary schedule to the school administrators who are assigned additional responsibilities.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this salary adjustment shall be provided to the Board members.

B. school demographics;

Upon the recommendation of the Superintendent, the Board shall approve a list of school demographics for which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators who are assigned to schools that have the demographics that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board adopted salary schedule as a salary adjustment for assignment to a school that has the demographics listed above.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this salary adjustment shall be provided to the Board members.

C. critical shortage areas;

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board-adopted salary schedule as a salary adjustment for the compensation of the school administrators assigned in critical shortage areas.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this adjustment shall be provided to the Board members.

D. level of job performance difficulties;

Upon the recommendation of the Superintendent, the Board shall approve a list of job performance difficulties for which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of staff members whose assignment is characterized by the job performance difficulties that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the adopted salary schedule as a salary adjustment to the school administrators eligible as a result of these job performance difficulties inherent in their assignment.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this adjustment shall be provided to the Board members.

As provided by law, these annual salary adjustments become part of the school-based administrator's base salary for the next school year.

Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award the following salary supplements as annual additions to the salaries:

A. for administrators who were hired before July 1, 2011 for any advanced degree held;

B. for administrators who were hired after July 1, 2011 if they hold an advanced degree in their area of certification.

Performance Salary Schedule for School Administrators

Beginning July 1, 2014, school administrators new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a school-based administrative position in the District shall be placed on the performance salary schedule. After receiving a recommendation from the Superintendent, the Board shall establish the base salary for these school-based administrators.

The base salary for administrators who choose to move from the grandfathered salary schedule to the performance salary schedule will be the salary they received in the prior year, including adjustments only.

A. **Salary Adjustments**

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as highly effective must be greater than the highest annual salary adjustment available to a school-based administrator of the same classification through any other salary schedule adopted by the District.

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as effective must be equal to at least fifty percent (50%), and no more than seventy-five percent (75%), of the annual adjustment provided for a highly effective school-based administrator of the same classification.

The performance salary schedule shall not provide an annual salary adjustment for a school-based administrator who receives a rating other than highly effective or effective for the year.

B. **Salary Supplements**

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the school-based administrator's salary. Salary supplements shall be paid for the following activities:

1. assignment to a Title I eligible school;

   The Deputy Superintendent of Instruction will submit to the Superintendent a list of school-based administrators who are assigned to a Title I school.

   The Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for assignment to a Title I school.

   At a subsequent regular meeting of the Board, the list of administrators who will receive this supplement shall be provided to the Board members.

2. assignment to a school that received an "F" or three (3) consecutive grades of "D" pursuant to the school grading system established by State law;

   The Deputy Superintendent of Instruction will submit to the Superintendent a list of administrators who were assigned to a school that improved by at least one grade level for the previous school year.

   The Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for one (1) year following improved performance in the school regardless of whether or not the administrator is assigned to the school that improved for the current school year.

   At a subsequent regular meeting of the Board, the list of administrators who will receive this supplement shall be provided to the Board members.

3. certification and teaching in the critical teacher shortage areas identified by the State Board of Education and/or District pursuant to State law;

   The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school-based administrators assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

   By October 1st, the Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for the school-based administrators assigned in critical

shortage areas.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board members.

4. advanced degree in the area of certification.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of staff members who have earned advanced degrees in their area of certification.

By October 1st, the Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for the school-based administrators who have earned advanced degrees in their area of certification.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

Credit for Previous Experience

The salary established for District administrators and the base salary established for school administrators under the performance salary schedule will include a credit for previous experience in a position with similar responsibilities, as follows:

A. The minimum time that will be recognized as a year of service is full-time actual service rendered for more than one-half (1/2) of the number of days or more than one-half (1/2) of the number of hours for the normal contractual period of service for the position held. In determining such service, sick leave and paid holidays shall be counted, but all other types of leave and holidays will be excluded.

B. Credit for service in another state or as otherwise allowed under the adopted salary schedule shall be determined by using the minimum service required in this District for a comparable position.

C. Transfer of previous experience in a position with similar responsibilities:

1. will include all previous experience with this District;

2. may not exceed twelve (12) years of experience from other employers;

3. must have been earned in a position that contributed to a State retirement system or at a school that was, at the time the experience was earned, fully accredited by one (1) of the six (6) regional accrediting bodies listed below:

a. Southern Association of Colleges and Schools

b. Western Association of Schools and Colleges

c. Northwest Association of Accredited Schools

d. North Central Association of Colleges and Schools

e. New England Association of Schools and Colleges

f. Middle States Association of Colleges and Schools

D. An employee who claims credit for previous experience must complete and submit the Experience Verification Form (Form 1410 F1) within the first fourteen (14) days of employment, in order to receive credit for years of service.

Bonuses or Severance Pay

Any salary adjustments or supplements that would constitute bonuses must be based upon work performance. The determination of such bonus must include a process that describes performance standards and an evaluation process consistent with Policy 1220, Evaluation of Administrative Personnel. All employees eligible for such a bonus will be notified before the beginning of the evaluation period on which the bonus is to be based.

If the Board provides a bonus and/or severance pay to administrative staff that is not included in the employment contract, the bonus and/or severance pay shall strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses and/or severance pay.

Revised 2/13/18

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F.S. 215.425

F.S. 1001.42

F.S. 1001.43

F.S. 1011.60

F.S. 1012.01

F.S. 1012.22

F.S. 1012.32

F.S. 1012.33

F.S. 1012.34

F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

3410 - **COMPENSATION**

Salaries of all instructional staff members shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board upon the recommendation of the Superintendent:

A. grandfathered salary schedule for instructional staff who have continuing contracts or professional service contracts and were hired before July 1, 2014; or

B. the performance salary schedule for instructional staff who were hired after July 1, 2014, or who held annual contracts as of July 1, 2014.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned, if the degree is held in the individual's area of certification.

The base salary set forth in these salary schedules, as well as the amounts provided for adjustments and supplements shall be subject to collective bargaining.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District.

Grandfathered Salary Schedule for Instructional Staff

The grandfathered salary schedule for instructional staff shall be used as the basis for paying instructional personnel hired before July 1, 2014, who have a continuing contract or a professional service contract. Each year instructional staff members who were hired before July 1, 2014 and who have a continuing contract or a professional service contract will have the opportunity to move from this salary schedule to the performance salary schedule for instructional staff.

A portion of each employee's compensation paid pursuant to the grandfathered salary schedule for instructional staff shall be based on demonstrated performance as evaluated in accordance with State law and Policy 3220, Evaluation of Instructional Personnel.

Pursuant to statutory requirements and subject to negotiation, the grandfathered salary schedule for instructional staff shall provide for differentiated pay for based upon the following District-determined factors:

A. additional responsibilities;

The list of additional responsibilities for which instructional staff members shall receive differentiated pay is set forth in the collective bargaining agreement.

The Principal shall submit to the Superintendent a list of staff members who are assigned one (1) or more of the additional responsibilities on the list that is set forth in the collective bargaining agreement.

By the first Board meeting in October, the Superintendent will authorize payment of the salary adjustment specified in the Board adopted annual salary schedule for instructional staff to the instructional staff members who are assigned these additional responsibilities.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this salary adjustment shall be provided to the Board members.

B. school demographics;

By September 1st, the Principal shall submit to the Superintendent a list of instructional staff members who are assigned to schools that have the demographics that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board adopted salary schedule for instructional staff as a salary adjustment for assignment to a school that has the demographics listed above.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this salary adjustment shall be provided to the Board members.

C. critical shortage areas;

By the first Board meeting in October, upon the recommendation of the Superintendent, the Board shall approve any instructional staff positions that the District has identified as critical shortage areas.

The Principal shall submit to the Superintendent a list of staff members assigned to positions that have been identified as critical shortage areas by the State Board of Education or the District.

Following the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the annual salary schedule for instructional staff as an adjustment to the compensation of the staff members assigned in critical shortage areas.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this adjustment shall be provided to the Board members.

D. level of job performance difficulties;

The list of job performance difficulties for which instructional staff members shall receive differentiated pay are set forth in the collective bargaining agreement.

The Principal shall submit to the Superintendent a list of instructional staff members whose assignment is characterized by the job performance difficulties.

By October 1st, the Superintendent shall authorize payment of the amount specified in the grandfathered salary schedule for instructional staff as a salary adjustment to the instructional staff members eligible as a result of these job performance difficulties inherent in their assignment.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this adjustment shall be provided to the Board members.

The amount paid for each of these District-determined factors shall be subject to collective bargaining.

Further, as provided by law, these annual salary adjustments become part of the instructional staff member's base salary for the next school year.

Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the instructional staff member's salary. Salary supplements shall be paid to all instructional staff members who were hired before July 1, 2011 for any advanced degree held, and to all instructional staff members hired after July 1, 2011 but before July 1, 2014 for advanced degrees earned in their area of responsibility.

A. By September 15th, the Principal shall submit to the Superintendent a list of instructional staff members who are eligible for the additional compensation provided by the annual salary schedule for all instructional staff members who were hired before July 1, 2011 for any advanced degree held, and to all instructional staff members hired after July 1, 2011 but before July 1, 2014 for advanced degrees earned in their area of responsibility.

B. By October 1st, the Superintendent will authorize payment of the amount specified in the grandfathered salary schedule for instructional staff as a salary adjustment to the instructional staff members eligible for advanced degrees held.

C. At a subsequent regular meeting, the list of instructional staff members who will receive this supplement shall be provided to the Board.

As provided by law, these annual salary supplements shall not become part of the instructional staff member's permanent base salary.

Performance Salary Schedule for Instructional Staff

Beginning July 1, 2014, the performance salary schedule shall be the basis for paying instructional staff members new to the District, returning to the District after a break in service without an authorized leave of absence, or appointed for their first time to an instructional staff position in the District.

The performance salary schedule shall also be the basis for paying instructional staff members on annual contract as of July 1, 2014.

Additionally, the performance salary schedule shall be the basis for paying instructional staff members with a continuing contract or a professional service contract who opt out of the grandfathered annual salary schedule and into the performance salary schedule.

The base salary for instructional staff members who opt into the performance salary schedule or who are required by State law to move to the performance salary schedule must be the salary paid in the prior year, including adjustments only.

The annual salary adjustment under the performance salary schedule for an instructional staff member rated as "highly effective" must be greater than the highest annual salary adjustment available to an instructional staff member of the same classification through any other salary schedule adopted by the Board.

The performance salary schedule must not provide an annual salary adjustment for an instructional staff member who receives a rating other than highly effective or effective for the year.

Salary Supplements

The performance salary schedule for instructional staff shall provide for the following salary supplements:

A. assignment to a Title I eligible school;

The Principal will submit to the Superintendent a list of staff members who are assigned to a Title I school.

The Superintendent will authorize payment of the supplement specified for assignment to a Title I school.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

B. assignment to a school that received an "F" or three (3) consecutive grades of "D" pursuant to the school grading system established by State law;

The Principal will submit to the Superintendent a list of staff members who were assigned to a school that improved by at least one grade level for the previous school year.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for one (1) year following improved performance in the school regardless of whether or not the teacher assignment is at the school that improved.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

C. certification and teaching in the critical teacher shortage areas identified by the State Board of Education and/or District pursuant to State law;

Upon the recommendation of the Superintendent, the Board shall approve any instructional staff positions that the District has identified as critical shortage areas.

The Principal shall submit to the Superintendent a list of staff members assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members assigned in critical shortage areas.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided.

D. assignment of additional academic responsibilities;

The list of additional academic responsibilities for which instructional staff members shall receive salary supplements are set forth in the collective bargaining agreement.

Each Principal shall submit to the Superintendent a list of staff members assigned additional academic responsibilities.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members assigned additional academic responsibilities. At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

E. advanced degree in the area of certification.

By September 15th, the Principal shall submit to the Superintendent a list of instructional staff members who have earned advanced degrees in their area of certification.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members who have earned advanced degrees in their area of certification.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

The amount paid for each of these salary supplements shall be subject to collective bargaining.

Bonuses and/or Severance Pay

If the Board provides bonuses and/or severance pay to instructional staff that are not included in an individual employment contract and/or pursuant to a collective bargaining contract, those bonuses and/or severance pay are subject to negotiations, but must strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses and/or severance pay.

Instructional staff members should refer to the current collective bargaining agreement for more information regarding compensation.

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F.S. 215.425

F.S. 1001.42

F.S. 1001.43

F.S. 1011.60

F.S. 1012.01

F.S. 1012.22

F.S. 1012.32

F.S. 1012.33

F.S. 1012.335

F.S. 1012.34

F.S. 1012.56

F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

Last Modified by Frankie St James on August 5, 2024

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS
Code	po2271 8/4/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	April 23, 2024

2271 - **ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS**

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 courses both in-person and online, and early admission programs.

Students in grades 6 through 12 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)) The District will pay for the cost of instructional materials for public high school students who are earning credit toward graduation under the dual enrollment program.

For students who are dual enrolled in a postsecondary institution, the Superintendent shall notify the institution within one (1) business day of receiving notification from law enforcement when a student is arrested.

No minor student may participate without the written consent of their parent(s) and /or legal guardian(s).

Annually, all secondary school students and their parents shall be informed of the options available to students for all dual enrollment programs (as an educational option and mechanism for acceleration) and eligibility requirements.

Postsecondary institutions are responsible for assigning a letter grade for each student's work in their enrolled course. The District is responsible for posting dual enrollment course grades as assigned by the postsecondary institution to 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 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.

Early College Program

The Board, in conjunction with Florida College System institutions, shall establish one (1) or more early college-structured high school accelerated programs. When creating 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 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 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.

Students participating in 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.

F.S. 985.04

Revised 10/23/18
Revised 12/14/21
Revised 5/9/23
Revised 11/14/23
Technical Correction 4/23/24

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F.S. 985.04

F.S. 1007.233

F.S. 1007.27

F.S. 1007.271

F.S. 1007.273

F.S. 1008.44

F.A.C. 6A-10.024, Articulation Between and Among Universities, Florida Colleges and School Districts

2340 - **FIELD AND OTHER DISTRICT-SPONSORED TRIPS**

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The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:

A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;

B. help students relate school experiences to the reality of the world outside of school;

C. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;

D. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit unsolicited, from a vendor, the staff member shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Board shall approve those field trips and other District-sponsored trips which take students ~~more than 250 miles from this District and/or are planned to keep students out of the District overnight or longer or~~ **out of the State** or out of the country.

The Superintendent or designee shall approve all other such trips.

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Students will not be charged for the cost of transportation to and from educational field trips on school days. Students may be assessed the cost for transportation to and from educational field trips on non-school days.

The Board or school site shall assume all other costs of field trips, including, but not limited to, admission fees; no regularly-enrolled student shall be charged a fee for participation in field trips. Students may be charged such fees, however, for other District-sponsored trips which are not part of a course of study.

Students may be charged fees, including, but not limited to, admission fees, for District-sponsored trips.

Students on all District-sponsored trips remain under the supervision of this Board and are subject to the District's administrative procedures.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Board or Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's administrative procedures for extended trips.

The Superintendent shall prepare administrative procedures for the operation of both field and other District-sponsored trips, including athletic trips, which shall address:

A. the safety and well-being of students;

B. parental permission is sought and obtained before any student leaves the District on a trip;

C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;

D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;

E. each trip is properly monitored;

F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;

G. a copy of each student's Emergency Medical Authorization Form is in the possession of the staff member in charge;

H. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;

I. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities.

An instructional staff member shall not change a planned itinerary while the trip is in progress, except where the health, safety, or welfare of the students in his/her charge is imperiled or where changes or substitutions beyond his/her control have frustrated the purpose of the trip.

In any instance in which the itinerary of a trip is altered, the instructional staff member in charge shall notify the administrative superior immediately.

~~School vehicles are not to be used if the entire distance traveled round trip from the point of exit and entry of the State is more than 240 miles.~~

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F.S. 1001.43

Last Modified by Juli Schlarb on March 3, 2023

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of VIRTUAL INSTRUCTION
Code	po2370.01 8/4/24 fsj A Manatee copyright policy. lang added Neola's
Status	
Adopted	June 27, 2017

2370.01 - **VIRTUAL INSTRUCTION**

Virtual instructional is available to students residing within the District for part-time or full-time participation in virtual instruction, Kindergarten through Grade 12:. Such courses shall be identified in the course code directory.

Student Participation Requirements

Students participating in a virtual instruction program must take Statewide standardized assessments pursuant to F.S. 1008.22 and participate in the coordinated screening and progress monitoring system under F.S. 1008.25.

The approved virtual instruction program provider or virtual charter school shall provide a list of students to be administered Statewide assessments and progress monitoring to the District, including the students' names, Florida Education Identifiers, grade levels, assessments and progress monitoring to be administered and contact information. Unless an alternative testing site is mutually agreed to by the virtual program provider or virtual charter school and the Board, all assessments and progress monitoring must be taken at the school to which the student would be assigned according to the Board's attendance policy. The District must provide the student with access to the school's or Board's testing facilities and provide the student with the date and time of the administration of each assessment and progress monitoring.

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida statutes, current, and local needs. For more information, see Florida Department of Education website – www.fldoe.org.

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F.S. 1000.04(4)

F.S. 1001.42(23)

F.S. 1002.20(6)

F.S. 1002.321

F.S. 1002.37

F.S. 1002.45

F.S. 1002.455

F.S. 1003.02(l)(i)

F.S. 1003.428(2)(c)

F.S. 1003.498

F.S. 1007.27(1)

2371 - **HOPE SCHOLARSHIPS**

Students subjected to an incident of violence or bullying at school have the opportunity to seek a transfer to another District school with capacity or request a scholarship to attend an eligible private school.

Eligibility

~~Contingent upon availability, and on a first-come, first-served basis, a~~A student in grade K-12 is eligible ~~for a Hope Scholarship~~for certain educational options if the student was subjected to, and subsequently reported to the Principal, any of the following incidents (as set forth in F.S. 1002.40(3)) at school, on a school bus, at a school bus stop, at a school-related/sponsored program or activity, or at any other school location:

A. battery;

B. harassment (see Policy 5517.01 - Bullying and Harassment);

C. hazing (see Policy 5516 - Student Hazing);

D. bullying (see Policy 5517.01 - Bullying and Harassment);

E. kidnapping;

F. physical attack;

G. robbery;

H. sexual offenses (including harassment, assault, or battery);

I. threat or intimidation; or

J. fighting.

Investigation and Parental Notification of Hope Scholarship Program

Upon receipt of a report from a student of any of the incidents set forth herein, the Principal shall provide a copy of the report to the parent of the student and investigate the incident within fifteen (15) days to determine if the incident must be reported to the Florida Department of Education's (FLDOE) Automated Student Information System.

Within twenty-four (24) hours after receipt of the report, the Principal shall provide a copy of the report to the parent of the alleged offender and to the superintendent.

Upon conclusion of the investigation or within fifteen (15) days after the incident was reported, whichever occurs first, the District shall notify the parent of ~~the existence of the Hope~~

~~Scholarship Program using the Hope Scholarship Notification Form (Form IEPC-HS1) developed by the FLDOE and offer the parent an opportunity~~opportunities to enroll the student in another public school that has capacity~~ or to request and receive, contingent upon available funds, and on a first-come, first-served basis~~, and notify the parent of the student's eligibility to apply for a scholarship to attend an eligible private school under F.S. 1002.394 and 1002.395~~, subject to available funding~~.

In the event an investigation is not concluded within fifteen (15) days, the District shall notify the parent of the existence of the Hope Scholarship Program using the Hope Scholarship Notification Form (Form IEPC-HS1) developed by the FLDOE.

~~**Parent Notification of Withdrawal to Eligible Private School**~~

~~Parents who elect to attend an eligible private school through the Hope Scholarship Program must inform the District at the time of withdrawal.~~

~~**Statewide Assessments**~~

~~The District will notify any student who resides in the District and receives a Hope Scholarship, and his/her parent, about the locations and times to take all Statewide assessments. Parents shall be responsible for transporting the student to the assessment site.~~

~~**Term of Hope Scholarship**~~

~~A Hope Scholarship shall remain in force until the student graduates from high school.~~

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F.S. 1002.40

F.A.C. 6A-6.0951

Cross References

po5516 - STUDENT HAZING

po5517.01 - BULLYING AND HARASSMENT

po5517.02 - SEXUAL VIOLENCE

Last Modified by Frankie St James on August 4, 2024

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.

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, 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, 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
Revised 3/28/23

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Legal

F.S. 553.501 et seq., Florida Americans with Disabilities Accessibility Implementation Act

F.S. 760.021

F.S. 760.08

F.S. 1000.05, Florida Educational Equity Act

F.A.C. 6A-19.001

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

34 C.F.R. Part 110 (7/27/93)

29 C.F.R. Part 1635

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

Last Modified by Frankie St James on August 4, 2024

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of SUMMER PROGRAMS
Code	po2440 8/4/24 fsj
Status	
Adopted	June 27, 2017

2440 - **SUMMER PROGRAMS**

The School Board shall provide summer programs for students including, but not necessarily limited to, the following:

A. ESE Students needing extended school year services ("ESY") as identified in their ~~Individual~~Individualized Education Plans ("IEP"). Summer ESY programs for each individual Exceptional Student Education ("ESE") student shall be provided in accordance with the student's IEP. Students in third grade who have not achieved the standards required for promotion shall also be eligible for summer programs.

B. Summer programs for third grade students retained under the provisions of F.S. 1008.25(5)(b) shall include a summer reading camp. Additionally, summer programs for third grade students shall provide required reading remediation and opportunity to demonstrate reading proficiency.

C. Credit recovery for students needing courses for graduation.

D. In accordance with State law, the Board shall administer the ~~voluntary prekindergarten education program~~Voluntary Prekindergarten Education Program at the District level for students enrolled under F.S. 1002.53(3)(b) in a public school summer prekindergarten program. The Board may satisfy this requirement by contracting with private prekindergarten providers. For students in this program, the coordinated screening and progress monitoring system must be administered by providers or the District two (2) times, with the first administration no later than the first ten (10) instructional days after a student's enrollment or the start of the summer program and the final administration occurring within the last ten (10) days of the summer program in accordance with State Board of Education rules.

Transportation

The Board shall be responsible for transporting ESE students in accordance with the terms of students' IEPs. The Board shall also transport third grade summer reading camp students.

The Superintendent or his/her designee shall be responsible for developing administrative procedures for the operation of summer programs which shall be consistent with Board policies and not conflict in any way with the administration of the regular school sessions of the District.

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Legal F.S. 1002.53
F.S. 1002.61
F.S. 1008.25

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of EXCEPTIONAL STUDENT EDUCATION
Code	po2460 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	April 23, 2024

2460 - **EXCEPTIONAL STUDENT EDUCATION**

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, shall develop and implement Special Programs and Procedures for Exceptional Students and the Manatee County Plan for Exceptional Student Education. These documents shall include at least the components listed below, shall provide administrative procedures for Exceptional Student Education Programs, and shall be revised when required by the Florida Department of Education (FLDOE), readopted, and submitted to the FLDOE.

A. Child Identification

The District will make ongoing efforts to identify, locate, and evaluate students below twenty-two (22) years of age, who reside within the District and have a confirmed or suspected disability in accordance with all Federal regulations and State standards.

B. Procedural Safeguards

A child with a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free, appropriate, public education to the student.

C. Multifactored Evaluation

A student may not be given special instruction or services as an exceptional student until after s/he has been properly evaluated and found eligible as an exceptional student in the manner prescribed by rules of the State Board of Education.

The District will provide a multifactored evaluation for students with disabilities by ensuring that:

1. children are assessed in their native language or other mode of communication;
2. tests are used for their validated purposes;
3. children are evaluated in all areas related to their suspected disability;
4. testing is conducted by a multidisciplinary team;
5. testing materials and procedures are not racially or culturally biased;
6. tests are administered by trained personnel qualified in accordance with all Federal regulations and State standards;
7. tests are administered in conformance with the instructions provided by the producer;
8. medical evaluation, when required as part of the multifactored evaluation, shall be provided at no cost to the parent by a licensed physician designated by the Superintendent or his/her designee, when other no-cost

resources are not available.

The parent of an exceptional student evaluated and found eligible or ineligible shall be notified of each such evaluation and determination. Such notice shall contain a statement informing the parent that s/he is entitled to a due process hearing on the identification, evaluation, and eligibility determination or non-determination.

D. Individual Educational Plan

The District will develop an Individualized Education Program (IEP) for each child with a disability who needs special education and related services. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in meetings with the child's designated IEP Team. At the initial meeting of a student's IEP team, the District will provide parents with information about the amount of funding the District receives for each of the five (5) exceptional student education support levels for a full-time student.

Parents of the child shall be strongly encouraged to participate in all planning conferences and IEP Team meetings. The school will provide written notice of an IEP meeting to the parent at least ten (10) days before the meeting, indicating the purpose, time and location of the meeting and who, by title or position, will attend the meeting. The IEP Team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

The District will utilize FLDOE parental consent forms for the following actions in a student's IEP:

1. administer to the student an alternate assessment pursuant to F.S. 1008.22 and provide instruction in the State standards access points curriculum; and

2. place the student in an exceptional student education center.

The District will not implement a change as it relates to the actions described above in D.1. and D.2. without parental consent unless the District documents reasonable efforts to obtain the parent's consent and the child's parent has failed to respond, or the District obtains approval through a due process hearing.

The IEP will include the components listed in F.A.C. 6A-6.03028, *Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities*.

The child's IEP shall be reviewed and revised as often as necessary, but at least annually.

District personnel will collaborate with private instructional personnel who are hired or contracted by parents in compliance with F.S. 1003.572.

"Private instructional personnel" include only the following:

1. individuals certified under F.S. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in F.S. 627.6686 and 641.31098;

2. registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals licensed under F.S. 393.17 or licensed under F.S. Chapter 490 or Chapter 491 by assisting such individuals in the provision of applied behavior analysis services;

   To provide services under this paragraph, a registered behavior technician must be employed by an enrolled provider as described in Paragraph 1 above.

3. speech-language pathologists licensed under F.S. 468.1185;

4. occupational therapists licensed under part III of 379 Chapter 468;

5. physical therapists licensed under Chapter 486;

6. psychologists licensed under Chapter 490; and

7. clinical social workers licensed under Chapter 491.

Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel will be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting only if the following requirements are met:

1. the student's public instructional personnel and principal consent to the time and place; and

2. the private instructional personnel satisfy the requirements of F.S. 1012.32 or 1012.321.

E. Least Restrictive Environment

The education of students with disabilities will occur in the least restrictive environment through appropriate special education programs and services designed to meet the unique needs of each disabled student. District personnel will use the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate. To the extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, shall be educated with children who are not disabled. Segregation of exceptional students will occur only when the nature or severity of the exceptionality is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

F. Confidentiality of Data

The confidentiality of personally-identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction; one official of this District shall be assigned the responsibility for protecting the confidentiality of personally identifiable data. The District follows all Federal regulations and State standards related to the confidentiality of data. (See Policy 8330 - *Student Records*)

G. Due Process

The District will use procedures to allow differences of opinion between parents and this District or between agencies and this District, to be aired and resolved. The procedures shall provide for case conferences and impartial hearings on the District's proposal or refusal to initiate or change the identification, evaluation, eligibility, or educational placement of the child, or the provision of FAPE to the child.

The impartial hearings shall be conducted by an administrative law judge (ALJ) from the Florida Division of Administrative Hearings (DOAH) and shall be final. However, any party who does not agree with the findings and decision in the due process hearing, including a hearing relating to disciplinary procedures, has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction or in a district court of the United States without regard to the amount in dispute. In the alternative, in hearings conducted on behalf of a student who is identified as gifted, any party aggrieved by the decision of the ALJ has the right to request a review of the order by the District Court of Appeal as provided in F.S. 120.68.

During the pendency of a due process hearing or appellate proceeding regarding a due process complaint, the student shall remain in his/her current educational assignment, unless the parent and the Board otherwise agree. School personnel may, however, remove a student to an interim alternative educational setting (determined by the student's IEP team) for up to forty-five (45) school days, if the student: 1) carries a weapon to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district; 2) knowingly has or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district.

H. Surrogate Parent

It shall be the policy of the District that whenever the parent or a person who acts in a parental role to a child with a disability or a child suspected of having a disability is determined to be legally unavailable, the child's rights shall be protected through the assignment of a surrogate parent. A surrogate parent means an individual appointed by the Superintendent and/or the court to act in place of a parent in educational decision making and in safeguarding a child's rights under the Individuals with Disabilities Education Act. The surrogate parent shall not be an employee of the Department of Education, the School District, a community-based care provider, the Department of Children and Family Services, or any other public or private agency involved in the education or care of the child. The surrogate parent shall meet all statutory requirements and attend the required training to be appointed. The Superintendent shall appoint a surrogate not more than thirty (30) days after the District determines a particular student is in need

of a surrogate.

I. Testing Programs

In accordance with F.S. 1008.22(3), all students enrolled in public schools are required to participate in the Statewide standardized assessment program. The Florida Standards Alternate Assessments (FSAA) is designed for students whose participation in the general Statewide assessments is not appropriate, even with accommodations, and it implements the requirements of F.S. 1008.22.

The decision for a student with a disability to participate in the Statewide alternate assessment is made by the IEP team and recorded on the IEP. The following criteria must be met:

1. The student has a significant cognitive disability.
2. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials the student requires modifications as defined in F.A.C. 6A-6.03411(1)(z) to the grade-level general State content standards pursuant to F.A.C. 6A-1.09401.
3. The parent must sign consent in accordance with F.A.C. 6A-6.0331(10).

Exceptional students with disabilities shall have access to testing sites.

Students with disabilities shall participate in local and State-wide testing programs to the maximum extent appropriate. Individual exemptions and/or waivers shall be determined only by the student's IEP Teamgranted only as permitted under Florida law and State Board of Education rules. Exceptional students with disabilities shall have access to testing sites.

~~A student for whom the IEP team determines that the Statewide standardized assessment cannot accurately measure the student's abilities, taking in to consideration all allowable accommodations, may have the Statewide mandated assessment requirement waived for the purpose of receiving a standard high school diploma. To be considered for a Statewide standardized assessment results waiver, the following criteria must be met:~~

1. ~~The student must be identified as a student with a disability as defined in F.S. 1007.02.~~
2. ~~The student must have an IEP.~~
3. ~~The student must have taken the Statewide standardized assessment with appropriate allowable accommodations at least once.~~
4. ~~In accordance with F.S. 1008.22(3)(c)2., the IEP team must make a determination of whether a Statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.~~

The IEP team may meet at any time to verify that the criteria have been met and/or document the team's determination and information analyzed in making the decision.

Further, pursuant to State law, the IEP team may determine that end-of-course assessment cannot accurately measure the abilities of the student and may, therefore, waive the use of the results of the end-of-course assessment for purposes of determining the student's course grade and middle school promotion or award of high school credits.

F.S. 1008.212 establishes two (2) determinations that guide the IEP team in determining whether a student with a disability needs an extraordinary exemption from Statewide standardized assessments.

A student with a disability who has a circumstance, defined according to F.S. 1008.212, may be eligible for an extraordinary exemption from participation in the Statewide assessment. Circumstance is defined as a situation in which accommodations allowable on a Statewide standardized assessment are not offered to a student during the current year's assessment administration because of technological limitations in the testing administration program that lead to results that reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by a Statewide standardized assessment.

A student with a disability who has a condition may be eligible for an extraordinary exemption from participation in the Statewide standardized assessment. A condition is defined according to F.S. 1008.212 to mean an impairment, whether recently acquired or longstanding, that affects a student's ability to communicate in modes deemed

acceptable for Statewide standardized assessments, even if appropriate accommodations are provided. The impairment creates a situation in which the results of administration of a Statewide standardized assessment would reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the Statewide standardized assessment.

A learning, emotional, behavioral, or significant cognitive disability or the receipt of services through the homebound or hospitalized program in accordance with F.A.C. 6A-6.03020 is not, in and of itself, an adequate criterion for granting an extraordinary exemption.

A parent who disagrees with the Commissioner's denial of a requested extraordinary exemption may request an expedited hearing before DOAH pursuant to F.S. 1008.212.

J. Right to be Accompanied at Meetings Pertaining to Students with Disabilities

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at a meeting with District personnel. Such meetings include, but are not limited to, meetings related to the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an individual education plan (IEP); the development of a 504 accommodation plan issued under Section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the student's educational environment, discipline, or placement of a student with a disability.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend a meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents of students with disabilities or eligible students with disabilities on school grounds shall sign-in at the front office of such school as a guest.

Parents of students with disabilities, or eligible students with disabilities, and District personnel shall sign PEER Form "Meeting Participants", v.1415.2 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged or attempted discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

K. Early Literacy Skills for Retained Prekindergarten Students

A parent of a student with a disability who is enrolled in prekindergarten at the age of 4 and is fully funded through the Florida Education Finance Program may retain their child in consultation with the student's IEP team. A student with an IEP who has been retained pursuant to this paragraph and has demonstrated a substantial deficiency in early literacy skills shall receive instruction from the District in early literacy skills.

L. Transfer of Parental Rights at Age of Majority

Unless an exception applies under the rules of the State Board of Education, when a student with a disability reaches the age of eighteen (18), the right of prior written notice is retained as a shared right of the parent and the student. All other parent rights under the IDEA then transfer to the student. At least one (1) year before the student reaches the age of eighteen (18), the Board will provide written notice of the transfer of parent rights and information about the ways in which the parent may continue to participate in educational decisions, including informed consent, power of attorney, guardian advocacy and guardianship.

Placement by the Department of Children and Family Services

After the Department of Children and Family Services provides written notification to the District that an exceptional student has been placed in a private residential care facility, the receiving school district shall, within ten (10) business days, review the student's (IEP) and shall:

A. provide educational instruction to the student;

B. contract with another provider to provide the educational instruction;

C. contract with the private residential care facility in which the student resides to provide the educational instruction; or

D. decline to provide or contract for educational instruction, in which case the school district in which the legal residence of the student is located shall provide or contract for the educational instruction of the student.

The Superintendent shall administer the local implementation of these State procedures, in accordance with State and Federal laws, rules, and regulations, which shall ensure fulfillment of this policy.

F.S. 1003.4282
F.A.C. 6A-1.09430
Revised 11/14/17
Revised 12/13/22
Revised 11/14/23
Revised 4/23/24

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Legal

F.S. 1001.41

F.S. 1001.42

F.S. 1002.20

F.S. 1003.01(3)

F.S. 1003.4156

F.S. 1003.4282

F.S. 1003.57

F.S. 1003.5715

F.S. 1003.572

F.S. 1008.212

F.S. 1008.22

F.S. 1008.24

Statewide Assessment for Students with Disabilities, F.A.C. 6A-1.0943

Florida Alternate Assessment Requirements, F.A.C. 6A-1.09430

F.A.C. 6A-1.09430

Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities, F.A.C. 6A-6.03028

Procedural Safeguards and Due Process Procedures for Parents and Students with Disabilities, F.A.C. 6A-6.03311

Procedural Safeguards for Exceptional Students Who Are Gifted, F.A.C. 6A-6.03313

Surrogate Parents, F.A.C. 6A-6.0333

Definitions, ESE Policies and Procedures, and ESE Administrators, F.A.C. 6A 6.03411

20 U.S.C. 1400 et seq.

20 U.S.C. 1401 et seq.

34 C.F.R. Part 300

Part Two

Policy 3120.03 – Athletic Coaches
Policy 3120.08 – Part-Time Extra-Curricular Personnel
Policy 4120.03 – Athletic Coaches
Policy 4120.08 – Part-Time Extra-Curricular Personnel
Revisions to these policies incorporate the requirements of HB 865 for individuals employed as coaches in a public school. Beginning July 1, 2024, individual employees as coaches in a public school must be certified in CPR, first aid, and the use of an AED.

Policy 3130 – Appointment, Assignment, Transfer, and Promotion of Instructional Staff
The revisions to Policy 3130 follow a statutory change. Specifically, SB 7002 amended F.S. 1012.2315(2)(a) by replacing the term "temporarily certified" with "inexperienced teacher" (meaning one who has been teaching for 3 years or less).

Policy 5330.01 – Self-Administrated Medication and Epinephrine Use
HB 883 modified F.S. 1002.20 (K-12 Student and Parent Rights) to include several new provisions related to short-acting bronchodilators (the bill changed the term "metered dose inhaler" to "short-acting bronchodilator"). The revisions to Policy 5330.01 incorporate HB 883.

Policy 6210 – Fiscal Planning
The revisions to Policy 6210 incorporate amendments to F.S. 200.065(2)(f)1 and F.S. 1011.03 (SB 7002). Publication of a summary of the tentative budget and proposed millage levies are now required to be posted on the District's website.

Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services
SDMC revisions to this policy.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ATHLETIC COACHES
Code	po3120.03 8/5/24 fsj
Status	
Adopted	June 27, 2017

3120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to any athletic coach who voluntarily renders service and who is not employed by any public school district in this State.)

All employed public school coaches shall be certified in Cardiopulmonary Resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

In addition to the requirements for certification provided for in Policy 3120, athletic coaches shall complete a sports safety course which shall count for six (6) hours of required School District in-service instruction for athletic coaching certification if the course is approved by the Florida High School Athletic Association Board of Directors and meets specified requirements. The course must consist of at least eight (8) modules, must immediately provide an individual with a "merit" certificate at the time of successful completion, and must be delivered through hands-on and online teaching methods. The hands-on course material must be less than 120 pages. In addition, the course must be taught by either a State-licensed athletic trainer who holds a current certificate from the Board of Certification or a member of the American Academy of Orthopedic Surgeons. The course must cover sports safety specifically, excluding coaching principles and procedures for cardiopulmonary resuscitation. The course must be authorized or approved by at least ten (10) health care professionals, must be revised and reviewed for updates at least once every thirty (30) months, and must be available to the general public for a retail price under $50. Also, each course examination must be automated and taken online with a score of eighty percent (80%) or better for successful completion.

F.S. 1012.55

F.A.C. 6A-4.004

F.A.C. 6A-4.0282

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Legal	F.S. 1012.55
	F.S. 1012.55(2)
	F.A.C. 6A-4.004
	F.A.C. 6A-4.0282

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PART-TIME EXTRA-CURRICULAR PERSONNEL
Code	po3120.08 8/5/24 fsj
Status	
Adopted	June 27, 2017

3120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the instructional supplemental salary schedule (primarily coaching positions). Such persons will not be eligible for employee benefits.

Additional Requirements for Employment of Athletic Coaches Who are Not Full-Time Employees of the School Board

Persons who are not full-time employees of the Board and hold an athletic coach's certificate or athletic trainer's license issued by the State of Florida, may be recommended by the Superintendent and appointed by the Board to perform designated secondary school coaching and training responsibilities, and the contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association, and the policies of the Board and administrative procedures established by the Superintendent. (See Policy 3120.03)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

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Legal F.S. 1012.01
F.S. 1012.55(2)
F.A.C. 6A-1.0502(11)

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ATHLETIC COACHES
Code	po4120.03 8/5/24 fsj
Status	
Adopted	June 27, 2017

4120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to any athletic coach who voluntarily renders service and who is not employed by any public school district in this State.)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

In addition to the requirements for certification provided for in Policy 4120, athletic coaches shall complete a sports safety course which shall count for six (6) hours of required School District in-service instruction for athletic coaching certification if the course is approved by the Florida High School Athletic Association Board of Directors and meets specified requirements. The course must consist of at least eight (8) modules, must immediately provide an individual with a "merit" certificate at the time of successful completion, and must be delivered through hands-on and online teaching methods. The hands-on course material must be less than 120 pages. In addition, the course must be taught by either a State-licensed athletic trainer who holds a current certificate from the Board of Certification or a member of the American Academy of Orthopedic Surgeons. The course must cover sports safety specifically, excluding coaching principles and procedures for cardiopulmonary resuscitation. The course must be authorized or approved by at least ten (10) health care professionals, must be revised and reviewed for updates at least once every thirty (30) months, and must be available to the general public for a retail price under $50. Also, each course examination must be automated and taken online with a score of eighty percent (80%) or better for successful completion.

F.S. 1012.55

F.A.C. 6A-4.004
F.A.C. 6A-4.0282

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Legal	F.S. 1012.55
	F.S. 1012.55(2)
	F.A.C. 6A-4.004
	F.A.C. 6A-4.0282

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PART-TIME EXTRA-CURRICULAR PERSONNEL
Code	po4120.08 8/5/24 fsj
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Adopted	June 27, 2017

4120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the support supplemental salary schedule (primarily coaching positions). Such persons will not be eligible for employee benefits.

Additional Requirements for Employment of Athletic Coaches Who are Not Full-Time Employees of the School Board

Persons who are not full-time employees of the Board and hold an athletic coach's certificate or athletic trainer's license issued by the State of Florida, may be recommended by the Superintendent and appointed by the Board to perform designated secondary school coaching and training responsibilities, and the contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association, and the policies of the Board and administrative procedures established by the Superintendent. (See Policy 4120.03)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

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Legal	F.S. 1012.01
	F.S. 1012.55
	F.A.C. 6A-1.0502(11)

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF INSTRUCTIONAL STAFF
Code	po3130 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	August 11, 2020

3130 - **APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF INSTRUCTIONAL STAFF**

The School Board believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

Appointment and Assignment

When developing his/her recommendation for appointments of instructional staff, the Superintendent shall consider nominations for staff appointments submitted by the principals. Further, if the Superintendent intends to recommend placement of a staff member in a school who was not nominated by the principal, the Superintendent will consult with that principal. In accordance with State law, a principal may refuse to accept the Superintendent's proposed assignment of an instructional staff member to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After such required consideration and consultation, the Superintendent shall submit written recommendations with regard to the appointment and assignment of instructional staff for Board action.

The Board shall act not later than three (3) weeks following the receipt of Statewide mandated test scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendation for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to temporarily reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

Assignment to Schools Graded "D" or "F"

Pursuant to statutory requirements, the percentage of ~~temporarily certified~~inexperienced teachers, teachers in need of improvement, or out-of-field teachers assigned to schools graded "D" or "F" under State law shall not be greater than the District average. As used in this policy, "inexperienced teacher" means a teacher who has been teaching for three (3) years or less. Such assignments shall be consistent with the collective bargaining agreement.

A newly hired instructional staff member may be assigned to a school that has earned a grade of "F' in the previous year, or any combination of three (3) consecutive grades of "D" or "F" in the previous years, if the individual:

A. has received an "effective" or "highly effective" rating in the immediate prior year's performance evaluation;

B. has successfully completed or is enrolled in a teacher preparation program, is provided with high-quality mentoring during the first two (2) years of employment, holds a professional certificate and holds a probationary contract; or

C. holds a probationary contract, holds a professional certificate and has successful teaching experience, and if, in the judgment of the school principal students would benefit from the placement of that individual.

The Superintendent will annually certify to the Commission of Education that these requirements are being met.

Assignment to Teacher Preparation Programs

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships in which candidates demonstrate an impact on student learning growth must have evidence of "clinical educator" training, a valid professional certificate and at least three (3) years K-12 teaching experience and must have earned an "effective" or "highly effective" rating on the prior year's performance evaluation or be a peer evaluator under the District's evaluation system.

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships in another state, in which a candidate demonstrates an impact on student learning growth, through a Florida online or distance program must have received "clinical educator" training or its equivalent in that state, hold a valid professional certificate issued by the state in which the field experience takes place, and have at least three (3) years of K-12 teaching experience.

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships, in which a candidate demonstrates an impact on student learning growth, on a United States military base in another country through a Florida online or distance program must have received "clinical educator" training or its equivalent, hold a valid professional certificate issued by the United States Department of Defense or a state or territory of the United States, and have at least three (3) years of K-12 teaching experience.

Teachers Teaching Out-of-Field

"Out-of-field" means a teacher is assigned to a course covering subject matter outside the field for which the teacher holds a certificate pursuant to F.S. 1012.55 or for which the teacher has not demonstrated sufficient subject matter expertise pursuant to F.S. 1012.42 and as determined by F.A.C. 6A-1.0503, (2)(a)-(h).

A. Out-of-Field Teacher Plan

The Superintendent shall prepare a plan to assist any teacher teaching out-of-field with priority consideration to be given in professional development activities.

The plan must include provisions that require out-of-field teachers to participate in a certification or staff development program designed to provide the teachers with the competencies required for their assigned duties.

The plan must also include duties of administrative personnel and other instructional personnel to provide students with instructional services.

The plan shall be reviewed and considered for adoption by the Board during a publicly-noticed meeting.

B. Approval of Out-of-Field Teachers

A teacher considered out-of-field per F.A.C. 6A-1.0503, (1)(c), shall be approved by the Board to teach out-of-field after a determination that a teacher with appropriate certification coverage is not available. All evidence of such qualifications and approval must be reflected in the individual's official personnel record; however, such approval may be granted by the Board only under one (1) of the conditions listed in F.A.C. 6A-1.0503, (3) (a)-(c).

C. Notification Requirements and Transfer Requests

When a teacher is assigned instructional duties in a class containing subject matter outside the field in which the teacher is certified, outside the field that was the applicant's minor field of study, or outside the field in which the applicant has demonstrated sufficient subject area expertise, as determined by the State Board of Education rule (F.A.C. 6A-1.0503), the parents of all students in the class shall be notified in writing of such assignment.

The Board shall report out-of-field teachers on the District's website within thirty (30) days before the beginning of each semester.

A parent whose student is assigned an out-of-field teacher may request that their child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled through the process set forth in Policy 5780.

Promotion and Transfer

Pursuant to State law, the Superintendent's primary consideration in recommending an individual for promotion must be the individual's demonstrated effectiveness pursuant to State law.

Before transferring an instructional staff member from one (1) school to another, the Superintendent shall consult with the principal of the school to which the teacher will be assigned and allow the principal the opportunity to review the teacher's records, including student performance demonstrated under F.S. 1012.34, and interview the teacher. If, in the judgment of the principal, students would not benefit from the placement, an alternative placement may be sought. A principal may refuse to accept the Superintendent's assignment or transfer of an instructional staff member who holds a professional teaching certificate to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After the required considerations and consultations, the Superintendent shall submit written recommendations with regard to the promotion or transfer of instructional staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for the transfer or promotion of an instructional staff member for good cause.

Required Reporting

The Superintendent must annually notify the parent of any student who is assigned to classroom with a teacher having two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory.

Duties, Days, and Hours

The Superintendent shall make known through administrative channels the duties, days, and hours of the various classes of instructional personnel.

A. Instructional staff members shall perform the duties required by Florida statutes, Board policy, and the collective bargaining agreement, as well as other reasonable duties as may be assigned by their immediate supervisor. Failure to perform such duties in an acceptable manner shall constitute a violation of the instructional staff member's contract and just cause for disciplinary action.

B. Instructional staff members are responsible for student control and supervision at any location on campus or during school-sponsored activities.

C. Instructional staff members shall not permit their family members or friends by their presence to interfere with performance of their duties during working hours.

Employment and Supervision of Relatives (Nepotism)

For purposes of this policy, a "relative" is an individual included within the definition of "relative" set forth in F.S. 112.3135 [ ], which includes the following individuals: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Neither the superintendent nor a Board member may appoint or employ a relative to work under their direct supervision. These limitations do not apply to employees appointed or employed before the election or appointment of the superintendent or a Board member.

Two (2) or more relatives shall not work in the same administrative unit except by permission of the Superintendent. In the event that an instructional staff member, due to some unusual circumstance, may have been placed in the same working unit with a relative, the instructional staff member may continue in the position until s/he can be reassigned to a position of comparable grade, pay, and reasonable personal convenience.

A. A relative may be employed in the same school when specifically recommended by the principal and approved by the Superintendent on the grounds that it is to the educational advantage of the school.

B. Under no circumstances shall a person supervise the work of a close relative.

All employees shall disclose to the Superintendent, the names of all relatives working at the same work location. Failure to immediately make such disclosures shall be grounds for disciplinary action, up to and including termination.

Work location is defined to include payroll cost center or any administrative unit under the direct supervision of a permanent employee of the District.

Fraternization

It shall be the policy of the Board that the District supervisory structure and administrative chain of command not be compromised, or appear to be compromised, by personal relationships between District personnel.

A. Board members, officers, or employees shall not engage in or maintain a romantic or sexual relationship with any employee they manage, supervise, direct, or control, or with any employee over whom they exercise the authority to promote, demote, transfer, or grant, deny, or alter compensation. Employees who become involved in such a relationship must notify their supervisor within forty-eight (48) hours of the commencement of the relationship. The supervisor shall in turn notify the Director of Human Resources in writing. The supervisor, Director of Human Resources, and other appropriate administrators will confer to evaluate and determine an appropriate resolution to ensure compliance with this policy. In such instances, personnel action to ensure compliance with this policy must be taken within ninety (90) days of the initial notice.

B. Violation of this policy shall constitute just cause for discipline up to and including termination of one or both employees. As an alternative to discipline, one or both employees may be reassigned or alternatively required to seek other employment, as the Board is under no obligation to reassign one or both employees.

C. Personal relationships of any kind between supervisors and other employees in their private lives shall not influence work-related decisions or personnel actions. Accordingly, no supervisor shall engage in any personal relationship, romantic or otherwise, with any employee that:

1. compromises, or reasonably appears to compromise, the integrity of supervisory authority or the administrative chain of command;

2. involves, or reasonably appears to involve, the improper use of position for personal gain;

3. is, or is reasonably perceived to be, exploitative or coercive in nature; or

4. creates an actual or clearly predictable adverse impact on discipline, authority, morale, or the ability of the District to accomplish its mission.

Subject to Collective Bargaining Agreement.

Revised 2/13/18
Revised 8/11/20

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F.S. 112.3135
F.S. 1001.32
F.S. 1004.04
F.S. 1012.22
F.S. 1012.23
F.S. 1012.2315
F.S. 1012.27
F.S. 1012.28
F.S. 1012.42
F.S. 1012.795
F.S. 1012.796
F.A.C. 6A-1.0503

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of SELF-ADMINISTERED MEDICATION AND EPINEPHRINE USE
Code	po5330.01 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	October 23, 2018

5330.01 - **SELF-ADMINISTERED MEDICATION AND EPINEPHRINE USE**

A student may carry and self-administer a ~~metered dose inhaler~~short-acting bronchodilator, epinephrine auto-injector, prescribed pancreatic enzyme supplement and/or may carry diabetic supplies and equipment to manage and care for their diabetes provided the student's parent or guardian provides the following:

A. For self-administration of a ~~metered dose inhaler~~short-acting bronchodilator, the parent or guardian must provide the District with a written authorization that is signed and dated by both the parent or guardian and physician. The written approval by the physician must include the following:

1. name of the medication in the metered dose inhaler;
2. the prescribed dosage;
3. the times or the special circumstances under which the medication is to be administered; and
4. any other special related information regarding the administration of the metered dose inhaler.

B. For self-administration of an epinephrine auto-injector, the parent or guardian must provide the District with a written authorization that is signed and dated by both the parent or guardian and the physician. The written approval by the physician must include:

1. the times or the special circumstances under which the medication is to be administered; and
2. any other special related information regarding the administration of the epinephrine auto-injected.

C. For self-administration of prescribed pancreatic enzyme supplements, the parent or guardian must provide the District with a written authorization that is signed and dated and provide the prescription label containing the following:

1. name of the medication;
2. the prescribed dosage;
3. the times or the special circumstances under which the medication is to be administered; and
4. any other special related information regarding the administration of the medication.

D. For the use of a diabetic supplies and equipment, the parent or guardian must submit written authorization from the student's physician, containing the following:

1. an identification of the diabetic supplies and equipment the student is authorized to carry;
2. a description of which activities the child is capable of performing without assistance;

3. the times or the special circumstances under which the medication is to be administered;

4. any other special related information regarding the administration of the medication.

When providing the District with written authorization that is signed and dated by both the parent or guardian and the physician as required by State law and this policy, that written authorization must also include indemnification by the parent or guardian of the District, county health department, public-private partner, and their employees and volunteers for any and all liability for a student who does any of the following:

A. self-administer an epinephrine auto-injector;

B. carries diabetic supplies and equipment on their person and attends to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education; or

C. use prescribed pancreatic enzyme supplements.

Emergency Allergy Treatment Educational Training Programs

Educational training programs in the District pertaining to emergency allergy treatment required by State law must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the Department of Health. The curriculum must include at a minimum:

A. recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and

B. the proper administration of an epinephrine auto-injector.

Revised 10/23/18

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Legal F.S. 381.88
F.S. 1002.20
F.A.C. 6A-6.0251, Use of Epinephrine Auto-Injectors
F.A.C. 6A-6.0252, Use of Prescribed Pancreatic Enzyme Supplements
F.A.C. 6A-6.0253, Diabetes Management

6210 - **FISCAL PLANNING**

The School Board shall collect and assemble the information necessary to discharge its responsibility for the fiscal management of the School District and to plan for the financial needs of the educational program. The Board shall also maintain both short and long range projections of District financial requirements.

Pursuant to Florida statutes and Policy 6220, the Board shall develop, advertise, and then approve a budget for each fiscal year. A summary of the preliminary budget, the tentative budget, and the approved budget of the Board shall be posted on the District's official website.

The Board will advertise its intent to adopt a tentative budget on a publicly accessible website as provided in F.S. 50.0311, which may include the District's official website, or in a newspaper of general circulation, pursuant to F.S. 200.065(3).

A summary of the tentative budget, including the proposed millage levies as provided by law, and the official budget of the Board shall be posted on the District's official website or on a publicly accessible website.

In addition, the Board shall also develop a Five (5) Year Capital Work Plan.

Costs shall be contained, where possible, so that annual expenditures do not exceed the annual resources. Furthermore, the Board shall strive to maintain a fund balance in its operating funds that are not classified pursuant to Policy 6100 as restricted, committed, or non-spendable and that exceeds the minimum fund balance below which the Superintendent is required by State law and Board Policy 6233 to notify the Board and the Commissioner of Education.

Any use of such funds to satisfy projected District obligations, such as funding provisions of a union contract or supplementing the capital work program, shall be approved by the Board. Therefore, recurring revenue estimates from existing sources shall serve as the ceiling for the Superintendent's recommended annual budget. Capital expenditures shall be funded from a local millage levy, the local impact fees, and State capital outlay sources, unless the Board specifically directs otherwise in advance of drafting the budget.

As required by Florida statutes and Board Policy 8310 - Public Records, all records related to the annual budget and the Five (5) Year Capital Work Program shall be open to the public for inspection.

It is understood that the District's records and financial statements shall be audited by the Auditor General, State of Florida, or, in those years not audited by the State Auditor General, by a contracted certified public accounting firm. The auditor shall prepare and submit to the Board an annual review and opinion of said records.

The Superintendent shall develop, update as needed, the administrative procedures necessary to provide for an equitable distribution of resources within the District and for the regular review of the fiscal budget and Five (5) Year Capital Work Program.

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F.S. 11.45

F.S. 218.39

F.S. 1001.42

F.S. 1010.30

6320 - PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES

Any School Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of school funds.

Purchases may be made through an online procurement system, an electronic auction service, or other efficient procurement tool.

Scope

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

A. employment contracts;

B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services; **See Policy 6322**

C. acquisition of auditing services pursuant to F.S. 218.391;

D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, and financial consultants, and other business or operational consultants, which shall be governed by Policy 6540;

E. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.057(12).

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Definitions

A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals, and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.

B. "Invitation to bid" means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

C. "Invitation to negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the District determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.

E. "Request for proposals" means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.

F. "Superintendent" means the "Superintendent or designee".

G. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.

H. "Request for Information" means an informal process to solicit information from vendors on items, commodities, or services. Participation in an RFI does not preclude a vendor from consideration of contract award.

Standards and Specifications

Before making any purchase of commodities or contractual services which the Superintendent is authorized by the Board to make or before recommending any purchase to the Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

Pre-Purchasing Review of Available Purchasing Agreements and State Term Contracts for Nonacademic Commodities and Contractual Services

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.

Competitive Solicitation Requirements for Commodities and Contractual Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than $50,000.00.

The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement.

A. Authority

The Superintendent is authorized to issue competitive solicitations.

B. Publication

Notice of competitive solicitations shall be published on the publicly accessible District website and may be otherwise issued electronically, by direct delivery, or other means which are appropriate under the circumstances. The required bid return date is to be announced at the time of the bid offering and shall not be less than five (5) working days from the bid offering date.

All advertisements and public notices published on a website as provided in F.S. Chapter 50 must be in a searchable form and indicate the date on which the advertisement or public notice first appeared on the website.

Bid Solicitation

The Superintendent is authorized to issue invitations for bids. Any solicitation for the procurement of commodities, contractual services or leases must include a provision notifying vendors that the Board will not request documentation of, consider, or give any preference based on, the vendor's social, political, or ideological interests.

C. Bid Responses

If fewer than two (2) responses are received in regard to a request for competitive solicitations, the director is empowered by F.S. 287.057 to recommend acceptance of the proposal received and/or open negotiations with a firm or individuals or request new proposals.

D. Bid Opening

Bids will be opened in the office designated in the bid advertisement with the Superintendent's designee and at least one (1) other District employee present.

E. Bid Rejection

The Board may reject any or all bids.

F. Bid Award

In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. The Board may choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased, should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple wards are clearly stated in the bid solicitation documents.

For a bidder to be considered responsive, the proposal must respond to all solicitation specifications in all material respects. Any irregularities or deviations from the bid specifications must be clearly stated in the bidder's response. The District, at its own discretion, may find any response nonresponsive.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

1. the experience (type of product or service being purchased, etc.) of the bidder;
2. the financial condition;
3. the conduct and performance on previous contracts (with the District or other agencies);
4. the bidder's facilities;
5. management skills;
6. the ability to execute the contract properly;
7. a signed affidavit ensuring that neither the bidder nor any subcontractor has entered into an agreement with any labor organization regarding the public improvement project;
8. additional information that may be determined to best economic advantage to the District.

Award of a competitive solicitation shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

Identical/Tie Low Bids

Identical (tie) bids are defined as two (2) or more bid proposals or proposals received by the District in response to a bid package that is equal in every respect as to terms, conditions, price, quality, and service. Award of tie bids proposals, except for preferences that may be outlined in Board policy, shall generally be determined by lot (e.g., coin toss) or on factors deemed to serve the best interest of the District.

Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations under the following conditions:

A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases from contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by the District at the same terms, conditions, and at above or below unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District. Contracts containing cooperative language shall be identified as "cooperative agreements".

B. Purchases made from prices established by the Department of Management Services, Division of Purchasing through its State negotiated agreement price schedule.

C. Competitive solicitations are required for pool purchases made as provided in F.S. 1006.27.

D. Purchase of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board policy.

E. The purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

F. The requirements for requesting competitive solicitations for making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:

1. Competitive solicitations have been requested in the manner prescribed by this policy.

2. The District has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the District may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.

G. If fewer than two (2) responsive proposals for commodity or contractual services are received, the District may negotiate on the best terms and conditions or decide to reject all proposals. The District shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.

H. Acquisition of information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(22), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier as best fits the needs of the District.

I. Purchases of insurance, risk management programs, or contracting with third-party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.

J. The Board may dispense with requirements for competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the District may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

K. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the District believes that commodities or contractual services are available only from a single source, the Purchasing Department will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Purchasing Department, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the department shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - Bid Protests, and may negotiate on the best terms and conditions with

the single source vendor.

L. The Board may make purchases of construction project materials directly from vendors, on behalf of the awarded construction manager, directly from vendors to take advantage of the District's "sales tax" exempt status.

M. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.

N. A contract for regulated utilities or government-franchised services may be awarded without competitive solicitations.

Contract

Each District contract for services must be reviewed by the Director of Purchasing and include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the District would provide the records and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the District, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements;

   All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District immediately upon receipt of the District's Director of Purchasing request.

Each contract must also include the following statement, in substantially the following form, identifying the contact information of the District's custodian of public records in at least fourteen (14) point boldface type: "IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF F.S. CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

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

Other governmental agencies and nonprofit tax-exempt organizations may purchase warehouse items, fuel, and print shop services provided they pay full cost of service plus all overhead cost as determined by the Finance Department.

All contracts for the purchase of goods and contractual services shall be presented to the Director of Purchasing for review and approval. The Director of Purchasing shall have the authority to enforce the use of District bid contracts.

All purchases of services delivered on District-owned sites require a contract.

Contracts shall be approved and executed as follows:

A. Superintendent/Designee Authority

The Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than ~~$49,999.99~~, **$99,999.99** so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts purchase orders to the same provider that are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of commodities or contractual services so as to avoid the monetary cap imposed by this policy. Delegations of contracting authority by the Superintendent to the deputy superintendents shall be in writing and shall specify the maximum obligation permitted up to **$49,999.99** ~~**$25,000**~~. Delegations of contracting authority by the Superintendent to the Director of Purchasing shall be in writing and shall specify the maximum obligation permitted up to **$24,999.99**~~**$15,000**~~.

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B. Emergency Purchases

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than **$99,999.99** ~~$49,999.99~~, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds and in accordance with F.A.C. 6A-1.012 may dispense with the requirements for competitive solicitation when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action.

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C. Board Approval

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving expenditure of public funds in an amount of **$100,000** ~~$50,000.00~~ or more. When practical, contracts will provide a "not to exceed" amount. If subsequent events require an increase in the contract amount, a contract amendment will be submitted for Board approval. **The Board must approve additional funding before incurring expenses that exceed a Board-approved contract amount.**

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~~The Superintendent is authorized to approve and execute modification to Board-approved contracts up to an involving an additional expenditure of public funds in an amount no greater than $49,999.99.~~

Purchase Order Approval

A. Bids/Exceptions

The Superintendent is authorized to issue purchase orders in accordance with bids awarded without further action of the Board so long as the obligation created does not exceed the Board-approved contract amount and does not exceed applicable appropriation within the District budget.

B. Contracts

The approval of a contract in accordance with this policy authorizes the Superintendent to approve and issue any purchase order required to fulfill the District's obligation under the approved contract without further action of the Board.

No contract for providing supplies, equipment, or services shall be entered into with any individual or business entity in which any member of the Board or the Superintendent has any financial interest.

No Board employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization in which the employee, his/her spouse, or child has a material interest as defined by F.S. Chapter 112.

Debarment

The Director of Purchasing shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The Director of Purchasing shall forward the debarment to the State of Florida Department of Management Services.

A. Cause of Debarment

The term "debar" or "debarment" means to remove a vendor from bidding on District work. Causes for debarment include, but are not limited to the following:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract

2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor

3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals

4. violation of contract provisions, including:

    a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and

    b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment

5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response

6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received

7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section

8. violation of the ethical standards set forth in State law

9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor, or service to any employee to influence the award of contract or purchase items from a contractor

10. existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered

11. any other cause the Director of Purchasing determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Notice of Recommended Decision

The Director of Purchasing or designee shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reason(s) for the action taken;

2. inform the vendor of its right to petition the Board for reconsideration; and

3. notify the Board of recommended decision.

C. Right to Request a Hearing

Any person who is dissatisfied or aggrieved with the notification of the determination to debar or suspend must, within ten (10) calendar days of such notification, appeal such determination to the Board.

D. Hearing Date

The Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Purchasing should be overturned. All parties shall be given notice of the hearing date.

Revised 11/14/17
Revised 8/11/20
Revised 11/9/21
Revised 12/13/22

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Legal

F.S. 50.0311
F.S. 119.0701
F.S. 255.05
F.S. 255.0516
F.S. 255.0518
F.S. 282.0041
F.S. 287.056
F.S. 287.084
F.S. 287.087
F.S. 287.132
F.S. 287.133
F.S. 295.187
F.S. 1001.43
F.S. 1001.451
F.S. 1010.04
F.S. 1010.07(2)
F.S. 1010.48
F.A.C. 6A-1.012, Purchasing Policies

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

Last Modified by Tamela Moody on November 21, 2023

Part Three

Policy 7100 – Facilities Planning
Revisions to Policy 7100 are based on amendments to F.S. 1013.385 (SB 7002). The previous specific areas for flexibility are replaced with the standard "to provide a school with the ability to operate in a facility on the same basis as a charter school..." Charter schools may, but are not required, to follow SREF. See F.S. 1002.33(18). However, any exception to specified design criteria for hurricane evacuation shelters must be with concurrence of the local emergency management agency or the division of Emergency Management.

Policy 8310 – Public Records
HB 1509 exempts from Florida's Public Records Act any information that would identify whether a person has been certified to serve as a school guardian.

Policy 8406 – Reports of Suspicious Activity and Potential Threats to Schools
Revisions to Policy 8406 include the requirement in HB 1473 that school districts provide age and developmentally appropriate instruction on FortifyFL within the first five (5) days of each school year.

Policy 8407 – Safe-School Officers
Revisions to Policy 8407 address new requirements in HB 1473 regarding certification, training, and reporting for individuals appointed as a school guardian.

Policy 8415 – Emergency and Crisis Management
The revisions to Policy 8415 are the result of SB 7002 which amended F.S. 252.38(1)(d). The revisions require that the School Board permit certain access and use of District facilities as may be required pursuant to the county emergency management plan and program.

Policy 8420 – Emergency Management, Emergency Preparedness, And Emergency Response
Revisions to this policy include the requirements of HB 1473 regarding school safety inspections and specific inspection and reporting responsibilities of the School Safety Specialist. Also included are the new school safety requirements (effective August 1, 2024) cited in F.S. 1006.07(6)(f).

Policy 9211 – Parent Organizations, Booster Clubs, and Other Outside Support Organizations
Technical revisions.

Policy 9800 – Charter Schools
In light of the frequency of revisions needed to Policy 9800, the lack of flexibility for school boards to adopt policies related to charter schools, and the reality that most charter school issues are specifically addressed in Florida Statutes, State Board of Education Rules, and charter agreements, Neola has decided to significantly revise Policy 9800 by removing provisions that merely restate portions of F.S. 1002.33. The revised Policy 9800 should require fewer revisions moving forward.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of FACILITIES PLANNING
Code	po7100 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	November 14, 2017

7100 - **FACILITIES PLANNING**

The School Board recognizes that careful, prudent planning is essential to the efficient operation of the schools and that planning must be grounded on accurate data. In order to assure that future District construction supports the educational program and responds to community needs, the Superintendent will prepare Five Year Facilities Work Plan and submit it to the Board for approval. Upon approval of the plan, the Superintendent will revise the plan and submit it to the Board for approval by October 1st annually.

The plan shall include a thorough description and analysis of local and regional demographic factors which influence general population growth and public school enrollments.

In order to apprise the Board of the continuing relevance of the District's plan, the Superintendent shall:

A. annually report to the Board on the capacity by school, attendance by school, school type and school service area, and residential growth approved in the District and its potential impact in the District;

B. prepare student enrollment projections every year and compare the actual enrollment figures to the previously projected figures to detect early, for the benefit of the Board, any changes in enrollment trends;

C. report any additional data that would assist the Board in making decisions on the capital plan.

In planning for the enlargement or modification of its facilities, the Board shall consider not only the number of children whose educational needs must be met, but also the physical requirements of the program it deems best suited to meet those needs. The District shall provide suitable accommodations to carry out the educational program of the school including provision for the disabled, pursuant to law and regulation.

Exceptions to Construction Requirements; Hurricane Evacuation Shelters

The Board may, with a majority vote at a public meeting that begins no earlier than 5 p.m., adopt a resolution to implement one (1) or more of the exceptions to the educational facilities construction requirements described belowto provide a school with the ability to operate in a facility on the same basis as a charter school pursuant to F.S. 1002.33(18).

When a hurricane evacuation shelter deficit exists, as determined by the Division of Emergency Management, in the regional planning council region in which the District is located makes public shelter design criteria applicable, any exception to the public shelter design criteria remain subject to the concurrence of the applicable local emergency management agency or the Division of Emergency Management. The Board may not be required to build more emergency-shelter space than identified as needed in the statewide emergency shelter plan.

Revised 11/14/17

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Legal	F.S. 553.73 F.S. 1013.37 F.A.C. 6A-2.0010 Section 114, Florida Building Code

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PUBLIC RECORDS
Code	po8310 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	May 24, 2022

8310 - **PUBLIC RECORDS**

The School Board recognizes its responsibility to maintain the public records of this District and to make such records available for inspection and reproduction.

Exemptions from Public Records

"Public records" generally means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the School Board. Due to the growing number of exemptions set forth in Florida law, it is impracticable for the School Board to provide an all-inclusive list of every document that may be exempt from the definition of "public records". However, "public records" do not typically include student records, examination and assessment instruments, medical records, documents containing genetic information, trial preparation records, and confidential law enforcement investigatory records, all of which are legally exempt from public disclosure. The determination of whether a particular document is legally exempt will be made upon receipt of a request for release of said document as a public record.

Personally identifiable information of a dependent child of a current or former officer or employee of the School District, who is insured by a group insurance plan provided by the District, is also exempt from public records requirements as set forth in the State Constitution and State statutes. This exemption applies to all personally identifiable information held by the District.

Further, the home addresses, telephone numbers, dates of birth, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel-related duties, as well as the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel, and the names and locations of schools and daycare facilities attended by the children of such personnel, are exempt from F.S. 119.07(1) and Section 24(a), Article 1 of the State Constitution.

Any information held by the Board that would identify whether a person has been certified to serve as a school guardian is exempt from F.S. 119.07(1) and Section 24(a), Article 1, of the State Constitution.

The identity of a school or postsecondary educational institution, the personally identifiable information of any District personnel, or any specific allegations of misconduct obtained or reported pursuant to an investigation of a testing impropriety conducted by the Department of Education are confidential and exempt from the constitutional public records provisions until the conclusion of the investigation or until such time as the investigation ceases to be active.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to his/her address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

Access to Public Records

Pursuant to State law, the Superintendent shall appoint a Records Management Liaison Officer (RMLO), such appointment is the Director of Communications, Family and Community Engagement, who shall serve as the primary point of contact between the District and the Division of Library and Information Services of the Florida Department of State, which is the agency responsible for the State's records management program. The Superintendent may also appoint a Custodian of Records for the District who shall be responsible for implementing the requirements in State law and the State's records management program regarding the public records maintained by the District.

Any individual may inspect and request copies of public records of this District during the regular business hours of the office in which such records are maintained. The District may not require requests for public records to be in writing, nor may the person requesting the information be required to disclose name, address, or phone number unless specifically required to do so by law. The Custodian of Records is authorized to grant or refuse access to the records of this District in accordance with the intent of this policy and applicable law.

Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision of the custodian of public records.

A District employee who has custody of public records may designate another District employee to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy the public records.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

A custodian of public records and/or his/her designee must promptly acknowledge, in writing, requests to inspect or copy records promptly and respond to such requests in good faith. A good-faith response includes making reasonable efforts to determine from other officers or employees of the School District whether such a record exists, and, if so, the location at which the record can be accessed. Upon determination that the requested record exists, it must be reviewed to determine whether it contains any information that would be statutorily exempt from public inspection or copying as provided by law. See Policy 8350 – Confidentiality.

Duplicated copies or certified copies of the District's public records shall be provided upon payment of the appropriate fee set forth in the Florida statutes. If the nature or volume of the public records requested will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by District personnel, a special service charge attributable to the extensive use of the information technology resources and/or the labor cost of the personnel providing the service will be collected as permitted by State law.

In addition, the actual cost of duplication will be collected for copies of the District's public records in a form other than a duplicated copy. The special service charge will also be collected if the requested copies of the public records in a form other than duplicated copy will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by District personnel as permitted by State law.

If the request for copies of a public record in any form could result in the collection of a special service charge, an estimate of the fee that will be due and payable shall be provided to the requestor. The duplication of the requested records will commence upon payment of the estimated fee by the requestor.

No public record may be removed from the office in which it is maintained, except by a Board employee in the course of the performance of his/her duties.

All District records will be maintained in accordance with general records schedules GS1-SL and GS7, as established by the Department of State.

Revised 5/24/22

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Legal

F.S. Chapter 119

F.S. 119.071(2)(k)

F.S. 257.36(5)(a)

F.S. 286.011

F.S. 1002.221

F.S. 1003.25(1)

20 U.S.C. 1232g

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 C.F.R. Part 1635

Article I, Section 24, State Constitution

F.A.C. 1B-24.001

F.A.C. 1B-24.003

F.A.C. 1B-26.0021

F.A.C. 1B-26.003

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 8/5/24 fsj
Status	
Adopted	August 11, 2020
Last Revised	May 24, 2022

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Manatee County Sheriff's Office, Bradenton Police Department, Palmetto Police Department or Holmes Beach Police Department;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL");

C. contacting the District's School Safety Specialist as follows:

1. in person at 1 Matzke Way Blvd #9, Bradenton, FL 34208;

2. via-telephone at (941) 708-8800 ext 44071;

3. via email at safetyandsecurity@manateeschools.net;

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Chief of Safety & Security or his/her designee.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report.

Technical Correction 5/24/22

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Legal	F.S. 119.07
	F.S. 943.082
	F.S. 1006.07
	F.A.C. 6A-1.0018

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.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after-school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after-school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

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Revised 12/13/22
Revised 3/28/23

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Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of EMERGENCY AND CRISIS MANAGEMENT
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Status	
Adopted	June 27, 2017
Last Revised	November 10, 2020

8415 - **EMERGENCY AND CRISIS MANAGEMENT**

The School Board recognizes that the use of its facilities and transportation services can be invaluable to this community in a crisis or emergency. Therefore, in the event of a local or State emergency and upon the request of the local emergency management agency, the District shall participate in the emergency management effort by providing its facilities for use as emergency congregate shelters and by providing personnel necessary to ~~staff~~access them or perform other duties related to the facilities as may be required pursuant to the county emergency management plan and program. Additionally, if needed, the District shall coordinate the use of its vehicles and transportation personnel with the local emergency management agency to facilitate an emergency evacuation or for other related purposes.

The Board authorizes the Superintendent to establish a crisis management team whose members shall be trained in various emergency procedures.

If a life-threatening emergency is anticipated in or near the District, crisis management team members, as well as the principals and other designated personnel of schools serving as emergency congregate shelters, shall make themselves available as needed. Unless otherwise designated, the principal of each school serving as a congregate shelter shall be the "shelter manager" and shall be responsible for all aspects of the operation of the emergency congregate shelter.

The Board recognizes that exempt and nonexempt employees who serve on the crisis management team and who staff the congregate shelters during a declared emergency will be providing services that exceed their contractual obligations by working on days and at times when other District employees are not required to be on duty. In addition to receiving their regular pay in accordance with the Board-adopted salary schedule for their position, the Board shall pay supplements to those employees who perform duties in direct support of the District's congregate sheltering operations on days when other District employees are not required to be on duty in accordance with the schedule for such emergency service that is adopted by the Board. Nonexempt staff members who receive such supplements shall also receive one and one-half (1 1/2) times the established rate in the Board-approved schedule for such emergency service for hours worked beyond forty (40) hours in a seven (7) day period. In any case, the pay received shall be considered extra compensation and shall not be part of the employee's base salary prospectively.

Following the use of District facilities as congregate shelters, the Superintendent shall calculate the amount spent during the period the facilities were used for congregate shelters that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:

A. utilities (e.g., power, water, and telephone),

B. generator usage (rental costs and/or fuel required),

C. costs related to use of buses and other vehicles, excluding operator costs.

The Superintendent is authorized to submit the itemized total expended by the District for extra compensation for exempt and nonexempt staff, as well as the additional amount expended for the operation of the District facilities used as congregate shelters, to the Federal Emergency Management Agency (FEMA) for reimbursement. The Board shall be informed of the amount of reimbursement requested from FEMA at the next regularly-scheduled Board meeting.

During local or State emergency, based upon the health, safety, and welfare to the employee and others, the Superintendent is authorized to direct an employee to shelter in place. The employee will be fully compensated their normal rate of pay and any shift differential in pay during such time period.

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Revised 11/10/20

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F.S. 252.38

F.S. 252.385

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1006.07

F.S. 1013.10

F.S. 1013.372

8420 - EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES

Emergency Management and Emergency Preparedness

The School Board recognizes that its responsibility for the safety of students and staff requires that it formulate and prescribe in consultation with appropriate public safety agencies emergency management and emergency preparedness procedures for all public schools in the District, including emergency notification procedures for life-threatening emergencies, including, but not limited, fires; natural disasters; bomb threats; weapon-use, hostage and active assailant situations; hazardous materials or toxic chemical spills; weather emergencies, including hurricanes, tornadoes, and severe storms; and exposure as a result of a manmade emergency and that such emergencies are best met by preparedness and planning. Such procedures shall meet the requirements of the State Board of Education rules.

Policies and procedures for emergency drills and fire drills shall be developed in consultation with the appropriate public safety agencies, including at a minimum, law enforcement, fire service, and emergency management.

The active assailant situation training for each school must engage the participation of the School Safety Specialist, threat assessment team members, faculty, staff, and students and must be conducted by the law enforcement agency or agencies that are designated as first responders to each school's campus.

Pursuant to Policy 8405 - *School Safety and Security*, the Superintendent (in conjunction with the School Safety Specialist) shall develop, and revise as necessary, a School Safety Plan to provide for the safety and welfare of the students and staff, as well as a system of emergency preparedness and accompanying procedures that provide for the following:

A. a listing of the commonly used alarm system response for specific types of emergencies and verification by each school that drills have been provided as required by law, State Board of Education rules, and fire protection codes (such drills shall include accommodations conducted at exceptional student education centers);

B. the health and safety of students and staff are safeguarded;

C. embraces a collaborative effort with community emergency responders;

D. the time necessary for instructional purposes is not unduly diverted;

E. minimum disruption to the educational program occurs;

F. students are helped to learn self-reliance and trained to respond sensibly to emergency situations;

G. the system is supported by ongoing training that will include practical application and appropriate "drills" as required by F.S. 1001.42;

H. evacuation drills should represent actual emergencies, including, but not limited to firearm, natural disasters, and bomb threats;

I. emergency egress and relocation drills (including, but not necessarily limited to, fire drills) in accordance with the requirements of the Florida Fire Prevention Code, the Fire Code (NFPA 1), and the Life Safety Code (NFPA 101);

J. drills for active assailant and hostage situations must be conducted in accordance with developmentally appropriate and age-appropriate procedures as specified in State Board of Education rules and

   Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the District's School Safety Specialist, must be physically present on campus and directly involved in the execution of active assailant drills. The District's School Safety Specialist must notify law enforcement officers at least twenty-four (24) hours before conducting active assailant emergency drills at which such law enforcement officers are expected to attend.

K. floor plans of each school must be provided to all community emergency responders in support of evacuation procedures.

The District shall comply with the school safety requirements in accordance with F.S. 1006.07(6)(f), including the following:

A. All gates or other access points that restrict ingress to or egress from a school campus shall remain closed and locked when students are on campus. A gate or other campus access point may not be open or unlocked, regardless of whether it is during normal school hours, unless:

   1. attended or actively staffed by a person when students are on campus;

   2. the use is in accordance with a shared use agreement pursuant to F.S. 1013.101; or,

   3. the School Safety Specialist, or designee, has documented in the Florida Safe Schools Assessment Tool portal maintained by the Office of Safe Schools (OSS) that the gate or other access point is not subject to this requirement based upon other safety measures at the school. The office may conduct a compliance visit pursuant to F.S. 1001.212(14) to review if such determination is appropriate.

B. All school classrooms and other instructional spaces must be locked to prevent ingress when occupied by students, except between class periods when students are moving between classrooms or other instructional spaces. If a classroom or other instructional space door must be left unlocked or open for any reason other than between class periods when students are moving between classrooms or other instructional spaces, the door must be actively staffed by a person standing or seated at the door.

C. All campus access doors, gates, and other access points that allow ingress to or egress from a school building shall remain closed and locked at all times to prevent ingress, unless a person is actively entering or exiting the door, gate, or other access point or the School Safety Specialist, or designee, has documented in the Florida Safe Schools Assessment Tool portal maintained by the Office of Safe Schools that the open and unlocked door, gate, or other access point is not subject to this requirement based upon other safety measures at the school. The office may conduct a compliance visit pursuant to F.S. 1001.212(14) to review if such determination is appropriate. All campus access doors, gates, and other access points may be electronically or manually controlled by school personnel to allow access by authorized visitors, students, and school personnel.

D. All school classrooms and other instructional spaces must clearly and conspicuously mark the safest areas in each classroom or other instructional space where students must shelter in place during an emergency. Students must be notified of these safe areas within the first ten (10) days of the school year. If it is not feasible to clearly and conspicuously mark the safest areas in a classroom or other instructional space, the school safety specialist, or designee, must document such determination in the Florida Safe Schools Assessment Tool portal maintained by the OSS, identifying where affected students must shelter in place. The OSS shall assist the School Safety Specialist with compliance during the inspection required under F.S. 1001.212(14).

Persons who are aware of a violation of the requirements must report the violation to the Principal. The Principal must report the violation to the school safety specialist no later than the next business day after receiving such report. If the person who violated this paragraph is the Principal or charter school administrator, the report must be made directly to the Superintendent or charter school governing board, as applicable.

Instructional and administrative personnel as well as educational support employees and managers as defined in F.S. 1012.01 who knowingly violate school safety requirements shall be subject to the District's progressive discipline policy.

All threats to the safety of District facilities, students, and staff shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness. Any aspect of the emergency preparedness plan and/or procedures that are included in the School Safety Plan shall remain confidential and exempt from public records disclosure in accordance with State law.

The Superintendent, as part of the development of the emergency preparedness plan and procedures, shall establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of school campuses.

Completion of emergency drills shall be documented at all school facilities in the District.

An after-action report must be completed following each emergency drill and fire drill. After-action reports must:

A. identify the type of drill, location and date of the drill, participants, and involvement of law enforcement or other public safety agencies;

B. describe actions taken by participants;

C. analyze areas of success and areas where improvement is needed;

D. include input from public safety agencies; and,

E. include a plan for corrective action.

After-action reports must be submitted to the District school safety specialist for review fifteen (15) calendar days following completion of the drill.

The District shall maintain a record that is accessible at each school or by the OSS of all current school year and prior school year drills conducted, including the names of law enforcement personnel present for each active assailant emergency drill.

Alyssa's Alert/Mobile Panic Alert System

In accordance with the requirements of F.S. 1006.07, the District shall implement a mobile panic alert system. The District will select a system under contract with FL DOE or procure a different system. The District will maintain current listings of mobile panic alert systems implemented by all public schools, including charter schools, within the District. Such list shall include the school name, address, and MSID number, and vendor or application implemented. The list will be provided to the Office of Safe Schools via email by August 1, 2022, and will be updated within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of District-provided information.

The District's mobile panic alert system will include mobile devices placed throughout each school campus. In determining the number and placement of devices needed to afford all staff members the ability to silently and easily activate a panic alert in the event of an on-campus emergency, the District will consider using a combination of fixed panic alert buttons, mobile and desktop applications, landline phone capabilities, and wearable panic alerts (such as on a lanyard).

The District's policies and procedures related to Alyssa's Alert/Mobile Panic Alert Systems will be developed in consultation with the County 911 authority and local emergency management office to ensure that the system integrates with local public safety answering point (PSAP) infrastructure to transmit calls and mobile activations.

Parents of District students will be timely notified pursuant to procedures adopted by the Superintendent of threats and the following unlawful acts and significant emergencies that occur on school grounds, during school transportation, or during school-sponsored activities:

A. weapons possession or use when there is intended harm toward another person, hostage, and active assailant situations;

B. murder, homicide, or manslaughter;

C. sex offenses, including rape, sexual assault, or sexual misconduct with a student by school personnel;

D. natural emergencies, including hurricanes, tornadoes, and severe storms.

E. exposure as a result of a manmade emergency.

The information in this section shall be part of the School Safety and Security Plan, and, therefore, confidential.

F.S. 1006.07(6)(f)

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Revised 4/23/24

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Florida Fire Prevention Code (F.S. 633.202)

F.S. 1001.43

F.S. 1006.07

F.S. 1006.07(6)(f)

F.S. 1013.13

Fire Code (NFPA 1)

Life Safety Code (NFPA 101)

F.A.C. 6A-1.0018

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Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS
Code	*po9211 fsj 5/29/24 found this in drafts in the 9000 section. Check if it has been adopted
Status	
Adopted	October 23, 2018

9211 - PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS

The School Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students and/or provide extra educational benefits not provided for, at the time, by the Board.

Parent Organizations

The Board supports all parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parent organization must share responsibility with the Board for the welfare of participating students. Any new parent organization desiring to use the name or offices of the District must obtain the approval of the Principal as a prerequisite to organizing. The nonstudent organization agreement must be signed annually by the organization and principal. This agreement provides the guidelines for operating. Parent organizations must have an active membership status as required by the parent organization. Failure to comply will void the agreement with the school and will be converted to a school-based organization of the school.

Booster Clubs and Other Outside Support Organizations

Outside support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. Outside support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability (including HIV, AIDS, or sickle cell trait), 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"). Persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

Representatives and members of approved school-related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.

The Board will not tolerate any undue pressure, harassment, or intimidation designed to coerce parents or teachers into membership in one (1) organization as opposed to another.

The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.

These needs may be educational to parents and/or children. In addition to parents, membership should be made available to District staff and members of the community.

Outside support organizations shall obtain their own tax identification number and submit and a W-9 and bylaws to the principal for review and approval in addition to any other documents required by Federal or State law and/or Board policies.

Outside support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out their activities. Outside support organizations shall purchase liability insurance (riders – self-insured) to cover such indemnification and to protect the outside support organization and Board against claims for damage or injury resulting

from any act or omission on the part of the outside support organization. The amount of insurance coverage shall not be less than $1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.

School-Based Organizations

School-based organizations include, but are not necessarily limited to, clubs, classes and departments, and other school-sponsored groups.

All fund-raising activities must be approved by the principal. The financial transactions of each school organization shall be accounted for in the school internal funds. All funds handled by Board employees during normal working hours shall be included in and become part of the internal funds of the school unless accounted for in the District-level accounting system. All school organizations, or organizations operating in the name of the school, that obtain money from the public shall be accountable to the Board for receipt and expenditure of those funds in the manner prescribed by the Board. If approved by the Board, a school-based, direct-support organization as defined under F.S. 1001.453 may have all financial transactions accounted for in school internal funds.

Funds collected by and used for the benefit of faculty and staff may be exempt from the preceding requirements if authorized by the Superintendent.

Student participation in fund-raising activities shall not be in conflict with the program as administered by the Board and shall be in compliance with Policy 5830 and Policy 6610.

The objective of fund-raising activities by a school, by any group within a school, or in the name of a school shall not conflict with programs as administered by the Board.

Funds collected shall be expended to benefit those students of the particular school raising funds in school unless those funds are being collected for a specific documented purpose or are generated by career education production shops. Career education production revenues shall benefit the students or program that generated the funds or the student body. Those internal account funds designated for general purposes shall be used to benefit the student body.

Collecting and expending of school internal account funds shall be in accordance with Chapter 8 of the Financial and ~~&~~ Program Cost Accounting and~~&~~ Reporting for Florida Schools, 2023Red Book ~~2014~~. Sound business practices shall be observed in all transactions.

Each school organization shall be subject to audit upon request by the District at the expense of the school-based organization.

For any fund-raisers by student clubs and organizations, parent groups, or boosters clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs, the USDA Smart Snacks in Schools regulations, F.A.C. 5P-1.003, and applicable State law, unless the Food Service Director grants an exception to this requirement pursuant to F.A.C. 5P-1.003. If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8550, Competitive Foods, whether those food items and beverages are compliant with, or an exception to, the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations.

If an exception is granted to the requirement that food items and beverages available for sale to students on campus between one (1) hour after the last lunch period and thirty (30) minutes after the end of the school day are compliant with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations, the Principal shall also comply with all requirements set forth in F.A.C. 5P-1.003, including the maintenance of required records.

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7 C.F.R. 210.11

42 U.S.C. 1779

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1010.01

F.S. 1010.20

F.S. 1011.07

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

F.A.C. 6A-1.001, District Financial Records

F.A.C. 6A-1.087, School Board Responsible for Internal Funds

F.A.C. 6A-1.091, Purchases from Internal Funds

Chapter 8, Financial and Program Cost Accounting and Property for Florida Schools, 2014

9800 - **CHARTER SCHOOLS**

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within ____Manatee_____ County, Florida. The Board 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 as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract submitted to the Board within the time frame set forth in State law.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of five (5) years, excluding two (2) planning years. The Board 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 (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 and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance~~charter school utilizing the State-approved Florida Standard Charter Contract. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33 and as otherwise required by law.

~~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~~Charter contracts may be non-renewed or terminated as set forth in the charter contract or as otherwise permitted under State law. Such conditions may include, but are not necessarily limited to, when a charter school:

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. 1002.345; and/or

C. materially violates the law.

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to ~~[ ] the office of the Superintendent~~ [x] _Department of District Support_____. Failing to send the letter of intent will in no way negatively impact the application.

Applicants must submit the State-approved Standard Charter School Application along with all documents required by State law.

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

~~**Controlled Open Enrollment**~~

~~If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).~~

~~**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 Board 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 must reside in the District and 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. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

   The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental

involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

    a. notify the Board of changes in membership within forty-eight (48) hours of change; and

    b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the charter school.

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 as it 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 Board 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 Board 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 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 Board 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 Board 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 Board 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 Board 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.

D. Voluntary Closure of Charter School

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

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**~~

F. **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 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.

~~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 applications received during the school year and up to August 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, 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 FLDOE 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, FLDOE 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 District will provide training to charter schools on systems the District requires charter schools to use.

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.

By September 15th of each year, the Board shall provide a report to charter schools it sponsors and the FLDOE on what services are being rendered from the District's portion of the administrative fee, including a list of the services.

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 maximize 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.~~

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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

Last Modified by Frankie St James on August 5, 2024

AGENDA ITEM NO. 13.3

School Board of Manatee County
October 22, 2024 - Regular Board Meeting

Title
Public Hearing for Consideration to Adopt and Amend School Board Policies

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Policy 6110
Policy 5120
Policy 5120.01
Policy 5120.02
Policy 5120.03

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policy 6110
Part Four Policies

6110 - **GRANT FUNDS**

It is the objective of the School Board to provide equal educational opportunities for all students within the District. Government agencies, as well as foundations, businesses, and individuals, periodically offer to the School District both human and material resources that would be of benefit to the students in this school system. Therefore, it is the intent of the Board to revise and evaluate grant proposals and applications, for their potential to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Board regards available grant funds provided to the District as a public trust. It forbids the use of public monies for partisan political activities and any use that would not be in accordance with Federal regulations and guidelines.

No ~~Federal~~ funds received by the District shall be used to:

A. develop or distribute materials or operate programs or courses of instruction directed at youths that are designed to promote or encourage sexual activity whether homosexual or heterosexual;

B. distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;

C. provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or

D. operate a program of contraceptive distribution in schools.

The Superintendent **or designee** shall review grant opportunities and authorize development of proposals.

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Grant Proposal Development

A. All grant proposals must support at least one (1) Board goal or priority.

B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

C. All grant proposals that will result in ongoing costs at the end of the grant period must identify a proposed source of continuing funding.

Grant Proposal Internal Review

A. Each grant proposal shall be reviewed and approved by appropriate District staff prior to submission to the Superintendent **or designee**.

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B. Each grant proposal shall be reviewed and approved by the Superintendent **or designee** prior to submission to the funding source.

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C. The Superintendent may identify a project director prior to proposal submission.

D. The Superintendent shall ~~promptly~~ present **any proposals with budgets exceeding $50,000** ~~the following proposals~~ to the Board for approval:

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~~1. government-funded proposals, regardless of amount;~~

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2. ~~proposals with budgets exceeding $50,000; or~~

3. ~~multi-school or District-wide proposals.~~

E. ~~The Superintendent may accept private funded or foundation grants of less than $50,000 for individual schools.~~

Grant Administration

A. The administration of grants will adhere to all applicable Federal, State, and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as School District policies and administrative procedures.

B. The Superintendent **or designee** ~~and/or Board Chairman are~~ **is** authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.

C. Written amendments **changing the scope and/or purpose shall be presented to the** ~~requiring signature shall be promptly presented to the Superintendent and/or~~ Board for approval.

D. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.

E. Program reports including but not limited to audits, site visits, and final reports shall be provided to the program director and/or Finance Department for review.

F. The program director and/or Finance Department will confirm closure of all grants to the Superintendent.

G. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.

H. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. Each draw of Federal monies shall be aligned with the District's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be equal in magnitude as closely as administratively feasible, to the magnitude of the related program expenditures. When restricted, such monies will be used to supplement programs and funding and not to supplant or replace existing programming or current funding.

   Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

Financial Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative procedures.

The District shall provide for the following:

A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification

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number and year, name of the Federal agency and name of the pass-through entity, as applicable.

B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

   Further, the District must:

   1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;

   2. comply with Federal statutes, regulations, and the terms and conditions of the Federal award;

   3. evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of the Federal award;

   4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;

   5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Comparison of expenditures with budget amounts for each Federal award.

F. Recordkeeping and written procedures to the extent required as may be required by Federal, State, local and grantor rules, and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:

   1. cash management

   2. allowability

   3. conflict of interest

   4. procurement

   5. equipment management

   6. conducting technical evaluations of proposals and selecting recipients

   7. compensation and fringe benefits

   8. travel

G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

Program Income

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

Revised 8/23/22

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Legal

34 C.F.R. 75.707
34 C.F.R. 76.563
34 C.F.R. 76.565
34 C.F.R. 76.707
2 C.F.R. 200.56
2 C.F.R. 200.71
2 C.F.R. 200.77
2 C.F.R. 200.80
2 C.F.R. 200.112
2 C.F.R. 200.302
2 C.F.R. 200.307
2 C.F.R. 200.309
2 C.F.R. 200.310
2 C.F.R. 200.313
2 C.F.R. 200.318
2 C.F.R. 200.319
2 C.F.R. 200.320
2 C.F.R. 200.343(b)&(e)
Compliance Supplement for Single Audits of State and Local Governments
F.S. 1001.42
F.S. 1001.51

Last Modified by Tammy R Shroyer on August 25, 2022

Part Four

Policy 5120 – Assignment Within District (Revised)
SDMC revisions to this policy

Policy 5120.01 – Designated Residential Attendance Zones (New)
New policy for SDMC

Policy 5120.02 – Rezoning of Designated Residential Attendance Zones (New)
New policy for SDMC

Policy 5120.03 – School Choice Program (New)
New policy for SDMC

5120 - ~~ASSIGNMENT WITHIN DISTRICT~~ Student Enrollment

~~The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board.~~ All students shall attend the school serving the student's residential attendance zone, except as authorized by the school choice program or otherwise provided by Board rule.

A student's residential attendance zone is determined by the location of the residence of his/her enrolling parent as defined by Board policy.

~~Procedures~~

I. Requirements for Student Enrollment In the School District

A. Principal's Responsibility for Student Enrollment

1. Principals shall ensure that student enrollment procedures are posted on school based websites.

2. At the direction of the Superintendent, the principal or head of each enrollment site shall require evidence of the documentation needed for enrollment.

3. The Principal or head of each enrollment site shall ensure that accurate student data is entered in the electronic student data system upon enrollment.

B. Parent's Responsibility for Student Enrollment

All students entering a Florida school for the first time must present the following items.

1. Birth certificate or other proof of date of birth. Student must be five (5) years old on or before September 1st to attend kindergarten, six (6) years old on or before September 1st to attend first grade. However, if student is transferring from out-of-state, the conditions listed in Students Transferring from Out-of-State below apply. Date of birth may be verified by:

   a. original or certified copy of a State birth certificate

   b. baptismal certificate showing date of birth and place of baptism, with shown affidavit

   c. insurance policy on child in force at least two (2) years

   d. bible record of child's birth with parental sworn statement

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e. passport or certificate of arrival in United States showing age of child

f. school record at least four (4) years prior, showing date of birth

g. parent's sworn affidavit, with certificate of examination showing the child's age from a health officer or physician

The certificate must include the health officer or physician's name, address, and phone number.

2. Proof of residency: This is used to determine the assigned school. Acceptable forms of residency include:

a. current electric or water bill

The bill must show address and name of parent/guardian.

b. current lease agreement with parent/guardian's name

c. official letter from company providing housing with parent/guardian's name

d. Migrant Certificate of Eligibility

e. school choice letter

If parent cannot provide the above requirements, they parent must ~~visit the Parent Information Center~~contact the school district for verification of address. Parent must bring a notarized statement from the owner/lessee of the home where ~~they~~ the parent and student are living, stating the names of all people residing at the address. In addition, parent must bring a current utility bill (power or water) with the owner/lessee's name and address.

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Falsification of addresses can make a student ineligible for high school athletics for one (1) calendar year.

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3. Florida Certificate of Immunization

All new students entering the District must have a completed Florida Certificate of Immunization.

4. Physical examination

An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-

toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

5. Social Security Number

   Parents are asked, but not required, to provide a Social Security number.

6. Most recent report card

   Parents are asked, but not required, to provide the latest report card with address and phone number of previous school for students entering grades 1-12.

7. Special Education Records

   Copies of any special education records such as Individual Education Plan (IEP) will assist with placement of students in the appropriate classes. Although this is strongly urged, it is not a requirement for admission.

8. Legal guardianship papers if applicable.

II. Use of Guardianship Affidavit

A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.

B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student

III. Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students'

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placement:

1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

2. In the absence of school records, the student will be tested and placed according to Policy 5410, *Student Progression*.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

2. Acceptable documentation is as follows:

a. Deed, listing homeownership in that state.

b. Lease or rental agreement.

c. Electric or water bill.

d. Tax return for the most recent tax year.

Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

f. Florida Certificate of Immunization.

3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public

school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

IV. District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

V. Class Size Assignments

A. In compliance with F.S. Sect. 1003.03 which requires all districts to adhere to class size maximums a student may be assigned from the zoned school to another District school /alternate school) at date of enrollment due to a grade level reaching maximum class size capacity.

B. When a school reaches maximum class size capacity in one or more grade levels the following procedures will apply to new enrollments:

1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student/sl in open grade levels at the zone school and have only the student(s)~~l~~ in the closed grade/s~~l~~ assigned to an alternate school.

2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.

3. Transportation is provided to students living more than two (2) miles from the assigned school.

4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.

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5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.

6. ~~i~~Incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.

VI Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

5120.01 - Designated Residential Attendance ZonesAreas

A. The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board. The Superintendent shall recommend designated attendance areas for schools as appropriate.

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B. Any student residing in a designated attendance area of a school shall be assigned to attend that school.

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C. The adopted designated attendance areas are incorporated herein as a part of this rule.

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D. Information pertaining to the designated attendance areas is available at the Office of Student Demographics, Projections, and Assignment or through a variety of media including the District's website, www.manateeschools.net by clicking departments and then clicking on the Office of Student Demographics, Projections, and Assignment.

E. In creating or modifying school attendance areas, the District shall maximize efforts to create and maintain diversity in enrollment as provided for in the District's Voluntary Desegregation Plan.

F. If a child has been enrolled at the wrong District school as a result of either school error or inaccurate information provided by the parent, the principal shall notify both the parent and the Office of Student Demographics, Projections, andappropriate school district departmentAssignment of this error. The parent shall be directed to apply to the District Parent Information Center for verification of the appropriate school of assignment.

G. If a parent refuses to remove a child from attendance at the wrong school, the principal of that school shall request that the Office of Student Demographics, Projections, and Assignmentschool district remove the student from the school's attendance roster and assign the student to the appropriate school. The Office of Student Demographics, Projections, and Assignmentschool district shall notify the parents in

writing of the assignment to the appropriate school. Refusal to attend the assigned school shall constitute violation of the compulsory school attendance law.

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

5120.02 - ~~Changes to Designated Attendance Areas~~Rezoning of Designated Residential Attendance Zones

~~When the Superintendent intends to recommend changes to designated attendance areas, the procedures outlined below shall be followed and a notice of intent to develop a rule will be advertised to the public.~~

~~A. Redistricting may occur when a school opens or closes.~~

~~1. Forming the Redistricting Committee~~

~~a. Each school potentially affected is identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the redistricting committee.~~

~~b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the redistricting committee.~~

~~c. Each committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.~~

~~2. Redistricting Committee Meetings~~

~~a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in drawing designated attendance areas for each school. These include:~~

~~1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan~~

~~The race neutral factors are socio-economic status (SES), Limited English Proficient (LEP), Exceptional Student Education (ESE) gifted, and ESE non-gifted.~~

~~2. maps reflecting the geographical area and location of students within each attendance area~~

~~3. factors and parameters:~~

a. capacity of each school facility

b. natural boundaries such as rivers, highways, railroads

c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be divided into three (3) sub-committees (A, B, and C) with representation from each participating school to serve on each sub-committee. Each sub-committee will be charged with drawing designated attendance areas for each affected school for consideration by the Superintendent.

c. Each sub-committee will identify a chairperson and schedule all meetings of the sub-committee as needed to complete drawing designated attendance areas. Each sub-committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. Each sub-committee will reconvene with the Superintendent to review the pros and cons of each option developed.

3. Board Workshop on Redistricting

a. Each sub-committee will present its recommendation (Plan A, B, or C) to the Board at a workshop session.

b. Committee representatives will then be charged with presenting plans A, B, and C to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan, which may be plan A, B, or C, or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

B. Realignment may occur when any school facility becomes over or under utilized, or when deemed appropriate by the Superintendent.

1. Forming the Realignment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the realignment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the realignment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Realignment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in modifying designated attendance areas. These include:

1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

   The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

2. maps reflecting the geographical area and location of students within each attendance area

3. factors and parameters:

   a. capacity of each school facility

   b. natural boundaries such as rivers, highways, railroads

   c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to draw the recommended designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the option developed.

3. Board Workshop on Realignment

a. The committee will present its recommendation to the Board at a workshop session.

b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a realignment plan which may be the committee's plan or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

C. Adjustment may occur when a geographic area is identified that has no immediate impact on a school or facility but by adjustment will more clearly define the intent of an existing boundary, or, when the future of a geographic area will more closely align the District with the intent of the Voluntary Desegregation Plan, or, when the geographic area will better utilize existing facilities in the future.

1. Forming the Adjustment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint a staff member, a parent, and an administrator to serve as the school's representatives on the adjustment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the adjustment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Adjustment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in adjusting designated attendance areas. These include:

1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

   The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

2. maps reflecting the geographical area and location of students within each attendance area

3. factors and parameters:

   a. capacity of each school facility

   b. natural boundaries such as rivers, highways, railroads

   c. distance students must travel to and from school

   d. socio-economic composition of schools impacted by boundary changes

   e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending adjustments to designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to complete the recommended adjustments to designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the adjustment developed.

3. Board Workshop on Redistricting

a. The committee will present its recommendation to the Board at a workshop session.

b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan which may be the committee's plan or a variation thereof. b. Public comment will be heard.

b. The Board will take action on the Superintendent's recommendation.

A. The Board agrees that it is in the best interest of the community that subdivisions and specific master-planned communities that are zoned for one particular school remain zoned for that specific school, in the event that the subdivision and specific masterplanned community is later expanded, parcels are acquired, and further homes added. This will ensure greater community and expectations of those living within the community. It is not the intention of this Board that this policy will apply to allow mergers of communities that were built separately and thereafter become merged and/or acquired by one of the subdivisions.

I. **Definitions**

A. FISH (Florida Inventory of School Houses) Capacity

Data, inventory, and numbering system used by the Florida Department of Education, Office of Educational Facilities for buildings, rooms, and occupancy levels in public educational facilities (hereinafter referred to as "FISH").

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B. Program Capacity

Actual capacity at a school adjusted by the Superintendent for factors (portables, VPK classrooms, ESE programs, Intensive Classes, Testing Labs, Computer Labs, etc.) not recognized or accounted for accurately by FISH. Program capacity includes FISH capacity modified by the Superintendent to account for class size, classroom program use, and scheduling.

II. Initiation of revisions to Residential Attendance Zones

A. The Board may consider revisions for the following reasons:

1. Construction of a new school and/or the construction of additional capacity at an existing school.
2. Closing or suspending operations of an existing school.
3. Significant over-capacity or under-capacity of individual schools that cannot be resolved through other provisions of board policies.
4. An anticipated student population growth or decline.

B. The Superintendent shall periodically review student enrollment, facility utilization, and projected growth to ascertain the need for revisions to existing attendance zones and/or for the creation of residential attendance zones for new schools.

C. If the results of the periodic review indicate a need to revise and/or create residential attendance zones, the Superintendent may recommend that the School Board initiate the residential attendance zone revision process. The Superintendent's recommendation shall include a suggested timeline and communication plan consistent with other provisions in this policy.

III. Implementation of revisions to Residential Attendance Zones

A. Upon the School Board's approval of the Superintendent's recommendation to initiate the residential attendance zone revision/creation process, the Superintendent shall hold an initial public meeting to explain the rezoning process, outline the criteria for establishing residential attendance zones, and to provide an opportunity for public input.

B. After considering the public's comments, the Superintendent shall prepare a minimum of three (3) rezoning plans to present at the second public meeting. The criteria used to prepare the proposals shall comply with the following criterion to the

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extent practicable:

1. The plan creates residential attendance zones that comply with all state and federal laws.

2. The plan keeps subdivisions and small neighborhood units in the same attendance zone to the extent practicable.

3. The plan assigns students to the closest school to the extent practicable.

4. The plan creates compact attendance zones to the extent practicable.

5. The plan includes target enrollments that allow for population/student growth and anticipated changing demographics.

6. The plan shall attempt to cause schools to be operated near or under program capacity, allowing for anticipated growth.

7. The plans shall, to the extent practicable, minimize the duration of travel time and distance in order to promote safety and reduce transportation costs. The plans shall, to the extent practicable, not place a transportation burden on any identifiable Federal subgroup.

8. To the extent practicable, the plans should take into consideration contiguous communities as defined by natural barriers, roads, railways, etc.

9. To the extent practicable, the plans shall attempt to avoid rezoning neighborhoods which have been rezoned within the prior three (3) year period. This applies only to rezoning of the same level (i.e., elementary, middle, high school).

C. At the second public meeting the Superintendent and/or designee shall present a minimum of three (3) rezoning alternatives for review and discussion, including the strengths and weaknesses of each plan. Appropriate time will be provided for questions and answers. At this meeting, the appropriate data relative to elements of subparagraph D shall be provided as part of the discussion of each alternative plan. Additionally, staff will establish a dedicated web presence for the rezoning and will display questions and answers reflective of the concerns of the public.

D. As soon as practical after the second public meeting the Superintendent shall review all comments made by the public and the Board, review all plans considered or submitted at the public meeting and either determine to recommend a plan for adoption by the Board and request permission to advertise the plan or re-submit revised plans for reconsideration and recommendation.

E. If the Superintendent recommends a rezoning plan to the Board and the Board approves, the Superintendent shall notice a specific plan for adoption pursuant to the requirements of F.S. 120. The Board may schedule a public hearing as permitted by

law.

F. Changes approved to school attendance zones during a current school year shall become effective beginning at the commencement of the following school year unless extenuating circumstances require the Board to implement rezoning changes prior to the following school year unless the Superintendent recommends an alternative effective date.

G. Exemptions:

1. No rising student in the final year of attendance at the highest grade level offered by the school will be required to change his/her school of attendance as a result of attendance zone revisions. No transportation is provided if a student remains at the current school of attendance based on this exemption.

2. Siblings of a rising rezoned student in the final year of attendance at the highest grade level offered by the school will be allowed to attend the same school to the extent practicable for one (1) year. No transportation is provided for this option unless otherwise provided herein.

3. Unless there are health and safety issues that would preclude compliance, no current elementary student will be required to shift to a different school if the area in which s/he resides has been previously rezoned during his/her attendance at that school. No transportation is provided if a student remains at the current school of attendance based on this exemption.

~~D.~~

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~~E.~~ **IV. Administrative Rezoning**

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An administrative rezoning is a rezoning that affects a change in the current designated school of regular attendance for an area of land that has potential or has entitlements for future residential development. The rezoning may affect high schools, middle schools, or elementary schools, or any combination thereof. The Superintendent may propose an administrative rezone to the Board.

The following conditions are considered to be consistent with an administrative rezone:

1. An administrative rezoning is discretionary and should reflect a need to balance current or projected student enrollment among schools. or otherwise achieve the goals of the District.

2. The timing of the administrative rezoning can occur up to the issuance date of the first building permit for a new residential development.

3. Any proposed administrative rezoning shall ~~mustSlll/l~~ be brought to the School Board for consideration of approval.

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5120.03 - School Choice Program

The District's school choice controlled open enrollment school program provides a public education delivery system that allows a parents' indicated preferential educational choice as a significant factor.

A. The school choice program provides an opportunity for all students in Manatee County to apply for assignment to any District school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's enrolling parent. Approval of school choice applications will be determined according to criteria established in F.S. 1002.31.

B. The current capacity of each school is identified on the School District's website. The capacity incorporates the specifications, plans, elements, and commitments contained in the School District's educational facilities plan and the long-term work programs required under F.S. 1013.35.

C. Preferential treatment is provided in the school choice process to all of the following:

    1. Dependent children of active duty military personnel whose move resulted from military orders.

    2. Children who have been relocated due to a foster care placement in a different school zone.

    3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

    4. Students residing in the School District.

D. Students residing in the District may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process.

E. For purposes of continuity of educational choice, a student who transfers pursuant to this section may remain at the school chosen by the parent until the student completes the highest grade level at the school.

F. The Board shall adopt by rule and post on its website the process required to participate in controlled open enrollment. The process:

    1. adheres to Federal desegregation requirements;

    2. allows parents to declare school preferences, including placement of siblings within the same school;

3. provides a lottery procedure to determine student assignment and establish an appeals process for hardship cases;

4. affords parents of students in multiple session schools preferred access to controlled open enrollment;

5. maintains socioeconomic, demographic, and racial balance;

6. addresses the availability of transportation;

7. maintains existing academic eligibility criteria for public school choice programs pursuant to F.S. 1002.20(6)(a).

G. Identifies schools that have not reached capacity, as determined by the School District.

H. Ensures that the Board adopts a policy to provide preferential treatment pursuant to paragraph (2)(c).

I. In accordance with the reporting requirements of F.S. 1011.62, the Board shall annually report the number of students exercising public school choice, by type, in accordance with rules adopted by the State Board of Education.

J. For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to F.S. 1003.03(4) is the average number of students at the school level.

K. The School District shall not delay eligibility or otherwise prevent a student participating in controlled open enrollment or a choice program from being immediately eligible to participate in interscholastic and intrascholastic extra-curricular activities.

A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Authorized for good cause in District or charter school policy.

L. Applications to participate in the school choice controlled open enrollment program shall be available at all school sites, the Office of Student Assignment (OSA), and on the District's website during the choice controlled open enrollment application period. This

form shall be completed by the student's enrolling parent or legal guardian and submitted to the designated office prior to the close of the choice controlled open enrollment application period.

M. Students who have been approved through the choice process to attend a school out of their assigned area will be governed by the following rules:

1. Students receiving school choice are approved through the completion of the highest grade level at that school. The choice school therefore becomes the student's assigned District attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for unacceptable academic performance, nonattendance, habitual tardiness, or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

2. Students who are approved for choice are expected to continue in attendance at the choice school throughout at least one (1) school year, and may then apply for a different school, including their original boundary assigned school, but only through application during the choice designated application period.

N. Beginning by the 2017-2018 school year, as part of the School District's controlled open enrollment process, and in addition to the existing public school choice programs provided in F.S. 1002.20(6)(a), the District school shall allow a parent from any school district in the State whose child is not subject to a current expulsion or suspension to enroll his/her child in and transport his/her child to any public school that has not reached capacity in the District, subject to the maximum class size pursuant to F.S. 1003.03 and s. 1, Art. IX of the State Constitution. The School District shall accept the student, pursuant to the District's controlled open enrollment process, and report the student for purposes of the School District's funding pursuant to the Florida Education Finance Program. Transportation for students is not provided.

~~**Use of Guardianship Affidavit**~~

~~A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.~~

~~B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student~~

Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students' placement:

1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

2. In the absence of school records, the student will be tested and placed according to Policy 5410, *Student Progression*.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

2. Acceptable documentation is as follows:

a. Deed, listing homeownership in that state.

b. Lease or rental agreement.

c. Electric or water bill.

d. Tax return for the most recent tax year.

Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

f. Florida Certificate of Immunization.

3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

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District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

Class Size Assignments

A. In compliance with F.S. 1003.03 which requires all districts to adhere to class size maximums a student may be assigned from the zoned school to another District school /alternate school) at date of enrollment due to a grade level reaching maximum

~~class size capacity.~~

~~B. When a school reaches maximum class size capacity in one or more grade levels the following procedures will apply to new enrollments:~~

~~1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student/sl in open grade levels at the zone school and have only the student(sl in the closed grade/sl assigned to an alternate school.~~

~~2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.~~

~~3. Transportation is provided to students living more than two (2) miles from the assigned school.~~

~~4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.~~

~~5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.~~

~~6. incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.~~

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

Revised 3/12/19
Revised 1/16/24

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F.S. 1000.05
F.S. 1001.32
F.S. 1001.41
F.S. 1001.42
F.S. 1001.51
F.S. 1002.20
F.S. 1002.31

F.S. 1003.06

§

AGENDA ITEM NO. 13.4

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval to Adopt and Amend School Board Policies

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Policy 6110
Policy 5120
Policy 5120.01
Policy 5120.02
Policy 5120.03

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

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

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

Recommendation
The Superintendent recommends approval to adopt and amend School Board policies.

Financial Impact
No Financial Impact.

Contact
Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
Policy 6110
Part Four Policies

6110 - **GRANT FUNDS**

It is the objective of the School Board to provide equal educational opportunities for all students within the District. Government agencies, as well as foundations, businesses, and individuals, periodically offer to the School District both human and material resources that would be of benefit to the students in this school system. Therefore, it is the intent of the Board to revise and evaluate grant proposals and applications, for their potential to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Board regards available grant funds provided to the District as a public trust. It forbids the use of public monies for partisan political activities and any use that would not be in accordance with Federal regulations and guidelines.

No ~~Federal~~ funds received by the District shall be used to:

A. develop or distribute materials or operate programs or courses of instruction directed at youths that are designed to promote or encourage sexual activity whether homosexual or heterosexual;

B. distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;

C. provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or

D. operate a program of contraceptive distribution in schools.

The Superintendent **or designee** shall review grant opportunities and authorize development of proposals.

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Grant Proposal Development

A. All grant proposals must support at least one (1) Board goal or priority.

B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

C. All grant proposals that will result in ongoing costs at the end of the grant period must identify a proposed source of continuing funding.

Grant Proposal Internal Review

A. Each grant proposal shall be reviewed and approved by appropriate District staff prior to submission to the Superintendent **or designee**.

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B. Each grant proposal shall be reviewed and approved by the Superintendent **or designee** prior to submission to the funding source.

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C. The Superintendent may identify a project director prior to proposal submission.

D. The Superintendent shall ~~promptly~~ present **any proposals with budgets exceeding $50,000** ~~the following proposals~~ to the Board for approval:

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~~1. government-funded proposals, regardless of amount;~~

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2. ~~proposals with budgets exceeding $50,000; or~~

3. ~~multi-school or District-wide proposals.~~

E. ~~The Superintendent may accept private funded or foundation grants of less than $50,000 for individual schools.~~

Grant Administration

A. The administration of grants will adhere to all applicable Federal, State, and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as School District policies and administrative procedures.

B. The Superintendent **or designee** ~~and/or Board Chairman are~~ **is** authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.

C. Written amendments **changing the scope and/or purpose shall be presented to the** ~~requiring signature shall be promptly presented to the Superintendent and/or~~ Board for approval.

D. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.

E. Program reports including but not limited to audits, site visits, and final reports shall be provided to the program director and/or Finance Department for review.

F. The program director and/or Finance Department will confirm closure of all grants to the Superintendent.

G. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.

H. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. Each draw of Federal monies shall be aligned with the District's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be equal in magnitude as closely as administratively feasible, to the magnitude of the related program expenditures. When restricted, such monies will be used to supplement programs and funding and not to supplant or replace existing programming or current funding.

   Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

Financial Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative procedures.

The District shall provide for the following:

A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification

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number and year, name of the Federal agency and name of the pass-through entity, as applicable.

B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

   Further, the District must:

   1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;

   2. comply with Federal statutes, regulations, and the terms and conditions of the Federal award;

   3. evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of the Federal award;

   4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;

   5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Comparison of expenditures with budget amounts for each Federal award.

F. Recordkeeping and written procedures to the extent required as may be required by Federal, State, local and grantor rules, and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:

   1. cash management

   2. allowability

   3. conflict of interest

   4. procurement

   5. equipment management

   6. conducting technical evaluations of proposals and selecting recipients

   7. compensation and fringe benefits

   8. travel

G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

Program Income

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

Revised 8/23/22

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Legal

34 C.F.R. 75.707
34 C.F.R. 76.563
34 C.F.R. 76.565
34 C.F.R. 76.707
2 C.F.R. 200.56
2 C.F.R. 200.71
2 C.F.R. 200.77
2 C.F.R. 200.80
2 C.F.R. 200.112
2 C.F.R. 200.302
2 C.F.R. 200.307
2 C.F.R. 200.309
2 C.F.R. 200.310
2 C.F.R. 200.313
2 C.F.R. 200.318
2 C.F.R. 200.319
2 C.F.R. 200.320
2 C.F.R. 200.343(b)&(e)
Compliance Supplement for Single Audits of State and Local Governments
F.S. 1001.42
F.S. 1001.51

Last Modified by Tammy R Shroyer on August 25, 2022

Part Four

Policy 5120 – Assignment Within District (Revised)
SDMC revisions to this policy

Policy 5120.01 – Designated Residential Attendance Zones (New)
New policy for SDMC

Policy 5120.02 – Rezoning of Designated Residential Attendance Zones (New)
New policy for SDMC

Policy 5120.03 – School Choice Program (New)
New policy for SDMC

5120 - ~~ASSIGNMENT WITHIN DISTRICT~~ Student Enrollment

~~The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board.~~ All students shall attend the school serving the student's residential attendance zone, except as authorized by the school choice program or otherwise provided by Board rule.

A student's residential attendance zone is determined by the location of the residence of his/her enrolling parent as defined by Board policy.

~~Procedures~~

I. **Requirements for Student Enrollment In the School District**

A. Principal's Responsibility for Student Enrollment

1. Principals shall ensure that student enrollment procedures are posted on school based websites.

2. At the direction of the Superintendent, the principal or head of each enrollment site shall require evidence of the documentation needed for enrollment.

3. The Principal or head of each enrollment site shall ensure that accurate student data is entered in the electronic student data system upon enrollment.

B. Parent's Responsibility for Student Enrollment

All students entering a Florida school for the first time must present the following items.

1. Birth certificate or other proof of date of birth. Student must be five (5) years old on or before September 1st to attend kindergarten, six (6) years old on or before September 1st to attend first grade. However, if student is transferring from out-of-state, the conditions listed in Students Transferring from Out-of-State below apply. Date of birth may be verified by:

   a. original or certified copy of a State birth certificate

   b. baptismal certificate showing date of birth and place of baptism, with shown affidavit

   c. insurance policy on child in force at least two (2) years

   d. bible record of child's birth with parental sworn statement

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e. passport or certificate of arrival in United States showing age of child

f. school record at least four (4) years prior, showing date of birth

g. parent's sworn affidavit, with certificate of examination showing the child's age from a health officer or physician

The certificate must include the health officer or physician's name, address, and phone number.

2. Proof of residency: This is used to determine the assigned school. Acceptable forms of residency include:

a. current electric or water bill

The bill must show address and name of parent/guardian.

b. current lease agreement with parent/guardian's name

c. official letter from company providing housing with parent/guardian's name

d. Migrant Certificate of Eligibility

e. school choice letter

If parent cannot provide the above requirements, they parent must ~~visit the Parent Information Center~~contact the school district for verification of address. Parent must bring a notarized statement from the owner/lessee of the home where ~~they~~ the parent and student are living, stating the names of all people residing at the address. In addition, parent must bring a current utility bill (power or water) with the owner/lessee's name and address.

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Falsification of addresses can make a student ineligible for high school athletics for one (1) calendar year.

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3. Florida Certificate of Immunization

All new students entering the District must have a completed Florida Certificate of Immunization.

4. Physical examination

An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-

toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

5. Social Security Number

   Parents are asked, but not required, to provide a Social Security number.

6. Most recent report card

   Parents are asked, but not required, to provide the latest report card with address and phone number of previous school for students entering grades 1-12.

7. Special Education Records

   Copies of any special education records such as Individual Education Plan (IEP) will assist with placement of students in the appropriate classes. Although this is strongly urged, it is not a requirement for admission.

8. Legal guardianship papers if applicable.

II. Use of Guardianship Affidavit

A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.

B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student

III. Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students'

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placement:

1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

2. In the absence of school records, the student will be tested and placed according to Policy 5410, *Student Progression*.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

2. Acceptable documentation is as follows:

a. Deed, listing homeownership in that state.

b. Lease or rental agreement.

c. Electric or water bill.

d. Tax return for the most recent tax year.

Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

f. Florida Certificate of Immunization.

3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public

school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

IV. District Child Study Team

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As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

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However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

V. Class Size Assignments

A. In compliance with F.S. Sect. 1003.03 which requires all districts to adhere to class size maximums a student may be assigned from the zoned school to another District school /alternate school) at date of enrollment due to a grade level reaching maximum class size capacity.

B. When a school reaches maximum class size capacity in one or more grade levels the following procedures will apply to new enrollments:

1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student/sl in open grade levels at the zone school and have only the student(s)~~l~~ in the closed grade/s~~l~~ assigned to an alternate school.

2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.

3. Transportation is provided to students living more than two (2) miles from the assigned school.

4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.

5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.

6. ~~i~~Incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.

VI Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

5120.01 - Designated Residential Attendance Zones~~Areas~~

~~A.~~ The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board.~~The Superintendent shall recommend designated attendance areas for schools as appropriate.~~

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~~B.~~ Any student residing in a designated attendance area of a school shall be assigned to attend that school.

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~~C.~~ The adopted designated attendance areas are incorporated herein as a part of this rule.

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~~D.~~ Information pertaining to the designated attendance areas is available at the Office of Student Demographics, Projections, and Assignment or through a variety of media including the District's website, www.manateeschools.net by clicking departments and then clicking on the Office of Student Demographics, Projections, and Assignment.

~~E.~~ In creating or modifying school attendance areas, the District shall maximize efforts to create and maintain diversity in enrollment as provided for in the District's Voluntary Desegregation Plan.

~~F.~~ If a child has been enrolled at the wrong District school as a result of either school error or inaccurate information provided by the parent, the principal shall notify both the parent and the ~~Office of Student Demographics, Projections, and~~appropriate school district department~~Assignment~~ of this error. ~~The parent shall be directed to apply to the District Parent Information Center for verification of the appropriate school of assignment.~~

~~G.~~ If a parent refuses to remove a child from attendance at the wrong school, the principal of that school shall request that the ~~Office of Student Demographics, Projections, and Assignments~~school district remove the student from the school's attendance roster and assign the student to the appropriate school. The ~~Office of Student Demographics, Projections, and Assignments~~school district shall notify the parents in

writing of the assignment to the appropriate school. Refusal to attend the assigned school shall constitute violation of the compulsory school attendance law.

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

5120.02 - ~~Changes to Designated Attendance Areas~~Rezoning of Designated Residential Attendance Zones

~~When the Superintendent intends to recommend changes to designated attendance areas, the procedures outlined below shall be followed and a notice of intent to develop a rule will be advertised to the public.~~

~~A. Redistricting may occur when a school opens or closes.~~

~~1. Forming the Redistricting Committee~~

~~a. Each school potentially affected is identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the redistricting committee.~~

~~b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the redistricting committee.~~

~~c. Each committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.~~

~~2. Redistricting Committee Meetings~~

~~a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in drawing designated attendance areas for each school. These include:~~

~~1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan~~

~~The race neutral factors are socio-economic status (SES), Limited English Proficient (LEP), Exceptional Student Education (ESE) gifted, and ESE non-gifted.~~

~~2. maps reflecting the geographical area and location of students within each attendance area~~

~~3. factors and parameters:~~

a. capacity of each school facility

b. natural boundaries such as rivers, highways, railroads

c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be divided into three (3) sub-committees (A, B, and C) with representation from each participating school to serve on each sub-committee. Each sub-committee will be charged with drawing designated attendance areas for each affected school for consideration by the Superintendent.

c. Each sub-committee will identify a chairperson and schedule all meetings of the sub-committee as needed to complete drawing designated attendance areas. Each sub-committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. Each sub-committee will reconvene with the Superintendent to review the pros and cons of each option developed.

3. Board Workshop on Redistricting

a. Each sub-committee will present its recommendation (Plan A, B, or C) to the Board at a workshop session.

b. Committee representatives will then be charged with presenting plans A, B, and C to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan, which may be plan A, B, or C, or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

B. Realignment may occur when any school facility becomes over or under utilized, or when deemed appropriate by the Superintendent.

1. Forming the Realignment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the realignment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the realignment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Realignment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in modifying designated attendance areas. These include:

1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

   The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

2. maps reflecting the geographical area and location of students within each attendance area

3. factors and parameters:

   a. capacity of each school facility

   b. natural boundaries such as rivers, highways, railroads

   c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to draw the recommended designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the option developed.

3. Board Workshop on Realignment

a. The committee will present its recommendation to the Board at a workshop session.

b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a realignment plan which may be the committee's plan or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

C. Adjustment may occur when a geographic area is identified that has no immediate impact on a school or facility but by adjustment will more clearly define the intent of an existing boundary, or, when the future of a geographic area will more closely align the District with the intent of the Voluntary Desegregation Plan, or, when the geographic area will better utilize existing facilities in the future.

1. Forming the Adjustment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint a staff member, a parent, and an administrator to serve as the school's representatives on the adjustment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the adjustment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Adjustment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in adjusting designated attendance areas. These include:

1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

   The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

2. maps reflecting the geographical area and location of students within each attendance area

3. factors and parameters:

   a. capacity of each school facility

   b. natural boundaries such as rivers, highways, railroads

   c. distance students must travel to and from school

   d. socio-economic composition of schools impacted by boundary changes

   e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending adjustments to designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to complete the recommended adjustments to designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the adjustment developed.

3. Board Workshop on Redistricting

a. The committee will present its recommendation to the Board at a workshop session.

b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan which may be the committee's plan or a variation thereof. b. Public comment will be heard.

b. The Board will take action on the Superintendent's recommendation.

A. The Board agrees that it is in the best interest of the community that subdivisions and specific master-planned communities that are zoned for one particular school remain zoned for that specific school, in the event that the subdivision and specific masterplanned community is later expanded, parcels are acquired, and further homes added. This will ensure greater community and expectations of those living within the community. It is not the intention of this Board that this policy will apply to allow mergers of communities that were built separately and thereafter become merged and/or acquired by one of the subdivisions.

I. **Definitions**

A. FISH (Florida Inventory of School Houses) Capacity

Data, inventory, and numbering system used by the Florida Department of Education, Office of Educational Facilities for buildings, rooms, and occupancy levels in public educational facilities (hereinafter referred to as "FISH").

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B. Program Capacity

Actual capacity at a school adjusted by the Superintendent for factors (portables, VPK classrooms, ESE programs, Intensive Classes, Testing Labs, Computer Labs, etc.) not recognized or accounted for accurately by FISH. Program capacity includes FISH capacity modified by the Superintendent to account for class size, classroom program use, and scheduling.

II. Initiation of revisions to Residential Attendance Zones

A. The Board may consider revisions for the following reasons:

1. Construction of a new school and/or the construction of additional capacity at an existing school.
2. Closing or suspending operations of an existing school.
3. Significant over-capacity or under-capacity of individual schools that cannot be resolved through other provisions of board policies.
4. An anticipated student population growth or decline.

B. The Superintendent shall periodically review student enrollment, facility utilization, and projected growth to ascertain the need for revisions to existing attendance zones and/or for the creation of residential attendance zones for new schools.

C. If the results of the periodic review indicate a need to revise and/or create residential attendance zones, the Superintendent may recommend that the School Board initiate the residential attendance zone revision process. The Superintendent's recommendation shall include a suggested timeline and communication plan consistent with other provisions in this policy.

III. Implementation of revisions to Residential Attendance Zones

A. Upon the School Board's approval of the Superintendent's recommendation to initiate the residential attendance zone revision/creation process, the Superintendent shall hold an initial public meeting to explain the rezoning process, outline the criteria for establishing residential attendance zones, and to provide an opportunity for public input.

B. After considering the public's comments, the Superintendent shall prepare a minimum of three (3) rezoning plans to present at the second public meeting. The criteria used to prepare the proposals shall comply with the following criterion to the

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extent practicable:

1. The plan creates residential attendance zones that comply with all state and federal laws.

2. The plan keeps subdivisions and small neighborhood units in the same attendance zone to the extent practicable.

3. The plan assigns students to the closest school to the extent practicable.

4. The plan creates compact attendance zones to the extent practicable.

5. The plan includes target enrollments that allow for population/student growth and anticipated changing demographics.

6. The plan shall attempt to cause schools to be operated near or under program capacity, allowing for anticipated growth.

7. The plans shall, to the extent practicable, minimize the duration of travel time and distance in order to promote safety and reduce transportation costs. The plans shall, to the extent practicable, not place a transportation burden on any identifiable Federal subgroup.

8. To the extent practicable, the plans should take into consideration contiguous communities as defined by natural barriers, roads, railways, etc.

9. To the extent practicable, the plans shall attempt to avoid rezoning neighborhoods which have been rezoned within the prior three (3) year period. This applies only to rezoning of the same level (i.e., elementary, middle, high school).

C. At the second public meeting the Superintendent and/or designee shall present a minimum of three (3) rezoning alternatives for review and discussion, including the strengths and weaknesses of each plan. Appropriate time will be provided for questions and answers. At this meeting, the appropriate data relative to elements of subparagraph D shall be provided as part of the discussion of each alternative plan. Additionally, staff will establish a dedicated web presence for the rezoning and will display questions and answers reflective of the concerns of the public.

D. As soon as practical after the second public meeting the Superintendent shall review all comments made by the public and the Board, review all plans considered or submitted at the public meeting and either determine to recommend a plan for adoption by the Board and request permission to advertise the plan or re-submit revised plans for reconsideration and recommendation.

E. If the Superintendent recommends a rezoning plan to the Board and the Board approves, the Superintendent shall notice a specific plan for adoption pursuant to the requirements of F.S. 120. The Board may schedule a public hearing as permitted by

law.

F. Changes approved to school attendance zones during a current school year shall become effective beginning at the commencement of the following school year unless extenuating circumstances require the Board to implement rezoning changes prior to the following school year unless the Superintendent recommends an alternative effective date.

G. Exemptions:

1. No rising student in the final year of attendance at the highest grade level offered by the school will be required to change his/her school of attendance as a result of attendance zone revisions. No transportation is provided if a student remains at the current school of attendance based on this exemption.

2. Siblings of a rising rezoned student in the final year of attendance at the highest grade level offered by the school will be allowed to attend the same school to the extent practicable for one (1) year. No transportation is provided for this option unless otherwise provided herein.

3. Unless there are health and safety issues that would preclude compliance, no current elementary student will be required to shift to a different school if the area in which s/he resides has been previously rezoned during his/her attendance at that school. No transportation is provided if a student remains at the current school of attendance based on this exemption.

~~D.~~

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~~E.~~ **IV. Administrative Rezoning**

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An administrative rezoning is a rezoning that affects a change in the current designated school of regular attendance for an area of land that has potential or has entitlements for future residential development. The rezoning may affect high schools, middle schools, or elementary schools, or any combination thereof. The Superintendent may propose an administrative rezone to the Board.

The following conditions are considered to be consistent with an administrative rezone:

1. An administrative rezoning is discretionary and should reflect a need to balance current or projected student enrollment among schools. or otherwise achieve the goals of the District.

2. The timing of the administrative rezoning can occur up to the issuance date of the first building permit for a new residential development.

3. Any proposed administrative rezoning shall ~~mustSlliil/l~~ be brought to the School Board for consideration of approval.

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5120.03 - School Choice Program

The District's school choice controlled open enrollment school program provides a public education delivery system that allows a parents' indicated preferential educational choice as a significant factor.

A. The school choice program provides an opportunity for all students in Manatee County to apply for assignment to any District school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's enrolling parent. Approval of school choice applications will be determined according to criteria established in F.S. 1002.31.

B. The current capacity of each school is identified on the School District's website. The capacity incorporates the specifications, plans, elements, and commitments contained in the School District's educational facilities plan and the long-term work programs required under F.S. 1013.35.

C. Preferential treatment is provided in the school choice process to all of the following:

    1. Dependent children of active duty military personnel whose move resulted from military orders.

    2. Children who have been relocated due to a foster care placement in a different school zone.

    3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

    4. Students residing in the School District.

D. Students residing in the District may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process.

E. For purposes of continuity of educational choice, a student who transfers pursuant to this section may remain at the school chosen by the parent until the student completes the highest grade level at the school.

F. The Board shall adopt by rule and post on its website the process required to participate in controlled open enrollment. The process:

    1. adheres to Federal desegregation requirements;

    2. allows parents to declare school preferences, including placement of siblings within the same school;

3. provides a lottery procedure to determine student assignment and establish an appeals process for hardship cases;

4. affords parents of students in multiple session schools preferred access to controlled open enrollment;

5. maintains socioeconomic, demographic, and racial balance;

6. addresses the availability of transportation;

7. maintains existing academic eligibility criteria for public school choice programs pursuant to F.S. 1002.20(6)(a).

G. Identifies schools that have not reached capacity, as determined by the School District.

H. Ensures that the Board adopts a policy to provide preferential treatment pursuant to paragraph (2)(c).

I. In accordance with the reporting requirements of F.S. 1011.62, the Board shall annually report the number of students exercising public school choice, by type, in accordance with rules adopted by the State Board of Education.

J. For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to F.S. 1003.03(4) is the average number of students at the school level.

K. The School District shall not delay eligibility or otherwise prevent a student participating in controlled open enrollment or a choice program from being immediately eligible to participate in interscholastic and intrascholastic extra-curricular activities.

A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Authorized for good cause in District or charter school policy.

L. Applications to participate in the school choice controlled open enrollment program shall be available at all school sites, the Office of Student Assignment (OSA), and on the District's website during the choice controlled open enrollment application period. This

form shall be completed by the student's enrolling parent or legal guardian and submitted to the designated office prior to the close of the choice controlled open enrollment application period.

M. Students who have been approved through the choice process to attend a school out of their assigned area will be governed by the following rules:

1. Students receiving school choice are approved through the completion of the highest grade level at that school. The choice school therefore becomes the student's assigned District attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for unacceptable academic performance, nonattendance, habitual tardiness, or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

2. Students who are approved for choice are expected to continue in attendance at the choice school throughout at least one (1) school year, and may then apply for a different school, including their original boundary assigned school, but only through application during the choice designated application period.

N. Beginning by the 2017-2018 school year, as part of the School District's controlled open enrollment process, and in addition to the existing public school choice programs provided in F.S. 1002.20(6)(a), the District school shall allow a parent from any school district in the State whose child is not subject to a current expulsion or suspension to enroll his/her child in and transport his/her child to any public school that has not reached capacity in the District, subject to the maximum class size pursuant to F.S. 1003.03 and s. 1, Art. IX of the State Constitution. The School District shall accept the student, pursuant to the District's controlled open enrollment process, and report the student for purposes of the School District's funding pursuant to the Florida Education Finance Program. Transportation for students is not provided.

~~**Use of Guardianship Affidavit**~~

~~A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.~~

~~B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student~~

Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students' placement:

1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

2. In the absence of school records, the student will be tested and placed according to Policy 5410, *Student Progression*.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

2. Acceptable documentation is as follows:

a. Deed, listing homeownership in that state.

b. Lease or rental agreement.

c. Electric or water bill.

d. Tax return for the most recent tax year.

Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

f. Florida Certificate of Immunization.

3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

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District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

Class Size Assignments

A. In compliance with F.S. 1003.03 which requires all districts to adhere to class size maximums a student may be assigned from the zoned school to another District school /alternate school) at date of enrollment due to a grade level reaching maximum

~~class size capacity.~~

~~B. When a school reaches maximum class size capacity in one or more grade levels the following procedures will apply to new enrollments:~~

~~1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student/sl in open grade levels at the zone school and have only the student(sl in the closed grade/sl assigned to an alternate school.~~

~~2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.~~

~~3. Transportation is provided to students living more than two (2) miles from the assigned school.~~

~~4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.~~

~~5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.~~

~~6. incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.~~

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

Revised 3/12/19
Revised 1/16/24

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Legal

F.S. 1000.05
F.S. 1001.32
F.S. 1001.41
F.S. 1001.42
F.S. 1001.51
F.S. 1002.20
F.S. 1002.31

F.S. 1003.06

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AGENDA ITEM NO. 14.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Naming of East County K-8 School

Executive Summary
The Board will discuss and move forward with the process to name the New East County K-8 School.

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 that the Board select one or more finalist names for the East County K-8 School for further public input prior to selection at the October 29, 2024 School Board Meeting.

Financial Impact
There is no financial impact.

Contact
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Attachments:
East County K-8 Name Nominations

Name nominations for School District of Manatee County “East County K-8"

(323 nominations were received as of 12:30 p.m. on Friday, September 27, 2024)

Academy of East Bradenton – 1

Achievers Academy – 1

Anthony T. Rossi Elementary and Middle School – 1

Augustine – 1

Barack Obama – 1

Bayside Lake School – 1

Bayside School – 1

Benjamin H. Geiger – 1

Blue Heron – 1

Bradenton Bayfront Academy – 1

Bradenton Learning Academy – 1

Calusa Academy – 1

Cattle Ranch Academy – 1

Ceatrice B. Taylor – 1

Champions Elementary – 1

Charlie Kennedy Elementary – 1

Clarice Foster – 1

Clark Allen – 1

Coach Eddie Shannon – 2

Coach John Harder – 3

Coastal Edge Elementary – 1

Connie Dixon – 1

Coral Reef Elementary – 1

Crawford Parrish K-8 School – 1

Cynthia Saunders K-8 School – 1

David Marshall Elementary School – 1

Dick Vitale – 1

Dickie Betts – 1

Doug Wagner Grade School – 1

Dr. Patricia Lucas K-8 School – 1

Dr. Roger Dearing – 3

Dr. Ronald K. Hirst K-8 – 1

Dr. Shirin Gibson – 12 (*Variations include K-8, School of Excellence*)

East Bradenton – 2 (*Variations include Middle, Academy*)

East County K-8 – 1

East Gates Community School –1

East Lake School – 1

East Manatee – 2 (*Variations include Academy, K-8*)

East Pondside – 1

East Ranch – 1

East Trail Elementary – 1

Eastview K-8 – 1

Egret – 1

Elaine “Lane” Milner – 1

Fair Eastside – 1

Florida Manatees Elementary and Middle – 1

Forest Trail Elementary – 1

Forward Path – 1

Franke (A.) Howze – 2

Gary Holbrook – 1

Gina K. Messenger – 1

Greg McGrew – 1

Harvest Shrine at Serenity Creek – 1

Hernando DeSoto School – 1

Horizon – 1

Horizon Bay Primary/Secondary School – 1

Ibis – 1

Inspiration Elementary School – 1

Jagger Elementary and Middle School – 1

James R. Earnest – 1

Jaquelyn “Jackie” Sue West – 1

Jeanne (M.) Parrish – 12

John A. Colon K-8 School – 1

John Schroeder Academy – 1

Joseph A. Gilpin, Jr. – 1

Joseph and Hector Braden Elementary and MIddle – 1

Josiah Gates K-8 – 2

Kris and Judy Bayer Preparatory Academy – 2

Kristopher Bayer – 26 (*Variations include Kris, K-8 Academy, Academy*)

Lagoon Bay Elementary – 1

Lake Manatee – 5 (*Variations include Elementary and Middle, K-8, Learning Academy*)

Lakewood East – 2 (*Suggestion includes K-8*)

Lakewood K-8 – 1

Lakewood National Center of Education K-8 – 1

Lakewood Ranch – 5 (*Variations include East School, Inspiration Academy, Learning Academy*)

Lakewood Shores Elementary – 1

Larry R. Burnette School – 1

Larry Simmons – 2 (*Suggestion includes Elementary and Middle*)

Lewis Colson Academy – 1

Liberty Bell Elementary – 1

Liberty K-8 School – 1

Lillie Covington – 3

Linda (M.) Carnes – 3

Louise and Carl Newman – 1

Louise Parrish Styron – 1

Lovelace Elementary – 1

Lynde Bradley Elementary School – 1

Lynette (H.) Edwards – 3

Manatee Prairie School – 1

Manatee Springs Junior High – 1

Martin Luther King, Jr. School – 1

Mary Mcleod Bethune Institute – 1

Mary Ruth Fitzgerald – 1

Meadowlark – 1

Monarch – 1

Monica Corbett – 1

Motivated Futures Academy – 1

Myra Russell – 1

Norma Lloyd K-8 – 1

North Lakewood Elementary School – 1

Oceanview Elementary – 1

Oscar L. Sanders – 1

Osprey – 1

Patricia Ruggiero – 1

Pondside East – 1

Ranch East Elementary – 1

Randy Ballard – 1

Reid Wallace – 1

Rick W. Mills – 1

Robert F. Kennedy Freedom School – 1

Ronna Moore (Paris) – 1

Rush Limbaugh Elementary and Middle School – 1

S.M.R. Prep Academy K-8 – 1

Sand Hill – 4 (*Variations include Sandhill, Academy, Crane Academy*)

Schroeder-Manatee Ranch – 2 (*Variations include Academy, Prep Academy K-8*)

Silver Palm Academy – 1

Snooty A. Manatee Elementary – 1

Snootyside K-8 – 1

Summit Academy – 1

Sunnyside – 1

Sunrise – 1

The Academia School K-8 – 1

The Ben Carson School of Excellence – 1

The Marie Uihlein Elementary School – 1

The Palms – 1

The Path of Wisdom – 1

Tim Kolbe – 104 (*Suggestion includes K-8*)

Timucan Elementary – 1

Todd Richardson – 1

Travis E. Seawright Elementary – 1

Uihlein – 3 (*Variations include Academy, Center for learning, Elementary and Middle School*)

Walter Elias K-8 School – 1

Warren Cooper – 5

Washington Middle – 1

Wesley C. Choate I K-8 – 1

AGENDA ITEM NO. 14.2

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for July and August 2024

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of July and August 2024.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Ending Fund Balance 07/01/2024	$50,771,799	$14,139,339	$121,454,796	$0	$10,986,431	$13,006,091	$0
Fiscal Impact	$79,552	$16,450	$(47,765)	$0	$0	$0	$0
Budgeted Ending Fund Balance 08/31/2024	$50,851,351	$14,155,789	$121,407,031	$0	$10,986,431	$13,006,091	$0

*Self-insurance Health Fund and Worker's Compensation Fund

General Fund budgeted ending fund balance increased $79,552 mainly due to receipt of FEMA and insurance claims related to prior year storms $155,375 partially offset by an increase in Evolv staff operating costs $86,492.

Debt Service Fund budgeted ending fund balance increased $16,450 due to interest on investments and fair market value adjustments.

Capital Outlay Fund budgeted ending fund balance decreased by $47,764 primarily due to adjustment for current lease vehicles $50,000.

There were no other changes to the budgeted ending fund balances.

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

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

Recommendation

The Superintendent recommends approval of the budget amendments for July and August 2024.

Financial Impact
The General Fund budgeted ending assigned/unassigned fund balance is 8.54%.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
JulAug 2024 BA Summary
Combined JulAug 2024 BAs

July and August 2024 Budget Amendment Summary
All Funds

Year	2025
Posting Period	(All)
Entry Type	(Multiple Items)

Row Labels		Sum of YTD Current
1		**-$79,552**
3		
	10101 General Fund	-$329,321
	10102 General Fund Grants	-$1,939,872
4		
	10101 General Fund	$249,769
	10102 General Fund Grants	$1,939,872
2		**-$16,450**
3		
	29123 Lease Purchase Bond 2023	-$2,683
	29190 Lease Purchase Bond 2015	-$2,855
	29193 Lease Purchase Bond 2017	-$8,397
	29196 Lease Purchase Bond 2016	-$2,515
	29901 QSCB 2010	$0
3		**$47,764**
3		
	36001 Capital Outlay & Debt Service	-$3,722
	37025 Local Capital Improvement 2425	-$210,285
4		
	37023 Local Capital Improvement 2223	$0
	37024 Local Capital Improvement 2324	$1,486
	37025 Local Capital Improvement 2425	$260,285
	39123 COPS Series 2023A	$0
	39125 COPS Series 2025A	$0
	39192 Sales Tax Proceeds	$0
	39197 Impact Fees	$0
	39198 Ed Facilities Security Grants	$0
4		**$0**
3		
	41001 Food Services	-$37,250
	42101 Federal Cash Advance	-$6,539,245
	42201 Federal Non Cash Advance	-$79,350
4		
	41001 Food Services	$37,250
	42101 Federal Cash Advance	$6,539,245
	42201 Federal Non Cash Advance	$79,350
	44501 ARP Act ESSER	$0
	44601 Other ARP Act Relief	$0
8		**$0**
3		
	85001 Financial Aid Fee Trust	-$22,573
	85002 Donations & Scholarship Fund	-$310
4		
	85001 Financial Aid Fee Trust	$22,573
	85002 Donations & Scholarship Fund	$310
Grand Total		**-$48,237**

General Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(112,741,820)	(112,741,820)	-	0.00%	
3XX	Revenues	(575,512,560)	(577,766,920)	(2,254,360)	0.39%	
3XX	Transfers In and Other Funding Sources	(24,916,840)	(24,931,671)	(14,832)	0.06%	
5XX	Instructional	436,533,273	437,936,486	1,403,213	0.32%	
61X	Student Support Services	30,119,211	30,534,798	415,587	1.38%	
62X	Instructional Media Services	5,750,308	5,751,308	1,000	0.02%	
63X	Instruction and Curriculum Development	9,038,935	9,339,578	300,643	3.33%	
64X	Instructional Staff Training	2,017,134	1,778,257	(238,876)	-11.84%	**1**
65X	Instructional Technology	147	147	-	0.00%	
71X	Board	1,630,123	1,712,123	82,000	5.03%	**2**
72X	General Admin Superintendent	4,440,064	4,440,064	-	0.00%	
73X	School Administration	38,952,677	38,923,713	(28,964)	-0.07%	
74X	Facility Acquisition and Construction	9,185,506	9,185,506	-	0.00%	
75X	Fiscal Services	3,881,577	3,881,577	-	0.00%	
77X	Central Services	16,646,461	16,532,766	(113,695)	-0.68%	
78X	Transportation	21,243,010	21,388,310	145,300	0.68%	
79X	Operation of Plant	53,906,399	54,126,676	220,278	0.41%	
81X	Maintenance of Plant	12,340,728	12,341,580	851	0.01%	
82X	Administrative Technology	9,114,384	9,115,745	1,362	0.01%	
91X	Community Services	6,944,106	6,945,048	942	0.01%	
92X	Debt Service	655,377	655,377	-	0.00%	
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	50,771,799	50,851,351	79,552	0.16%	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Mental Health Transfer to cover supplies for the YMHAT training	(250,000)
Other misc adjustments	11,124
Total	(238,876)

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Unemployment Compensation originally budgeted in reserve	82,000
Other misc adjustments	-
Total	82,000

Debt Service Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,864,339)	(13,864,339)	-	0.00%	
3XX	Revenues	(1,620,760)	(1,637,210)	(16,450)	1.01%	
3XX	Transfers In	(33,994,051)	(33,994,051)	-	0.00%	
92X	Debt Service	35,339,811	35,339,811	-	0.00%	
9XX	Budgeted Fund Balance	14,139,339	14,155,789	16,450	0.12%	

Capital Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(303,480,407)	(303,480,407)	-	0.00%	
3XX	Revenues	(362,740,208)	(362,743,930)	(3,722)	0.00%	
3XX	Transfers In & Other Funding Sources	(401,797)	(612,082)	(210,285)	52.34%	**1**
74X	Facilities Acquisition and Construction	484,437,393	484,647,678	210,285	0.04%	
92X	Debt Service	1,819,333	1,869,333	50,000	2.75%	
97X	Transfers Out	58,910,890	58,912,376	1,486	0.00%	
9XX	Budgeted Fund Balance	121,454,796	121,407,031	(47,764)	-0.04%	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Budget for Vehicle Lease Aug	(207,247)
Add Value to Vehicle Lease (3)	(3,038)
Other misc adjustments	-
Total	(210,285)

Special Revenue Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	-	-	-	n/a	
3XX	Revenues	(34,949,628)	(41,568,223)	(6,618,595)	18.94%	**1**
3XX	Transfers In and Other Funding Sources	-	-	-	n/a	
5XX	Instructional	16,943,101	19,329,102	2,386,001	14.08%	**2**
61X	Student Support Services	1,188,789	2,939,185	1,750,397	147.24%	**3**
62X	Instructional Media Services	-	-	-	n/a	
63X	Instruction and Curriculum Development	10,700,171	12,013,211	1,313,041	12.27%	**4**
64X	Instructional Staff Training	4,626,843	5,426,584	799,741	17.28%	**5**
65X	Instructional Technology	2,456	2,456	0	0.00%	
71X	Board	-	-	-	n/a	
72X	General Admin Superintendent	1,347,066	1,633,035	285,969	21.23%	**6**
73X	School Administration	-	(183)	(183)	n/a	
74X	Facility Acquisition and Construction	-	-	-	n/a	
75X	Fiscal Services	-	(10,237)	(10,237)	n/a	
76X	Food Services	-	(3,716)	(3,716)	n/a	
77X	Central Services	77,000	23,852	(53,148)	-69.02%	**7**
78X	Transportation	64,203	212,730	148,527	231.34%	**8**
79X	Operation of Plant	-	(1,478)	(1,478)	n/a	
81X	Maintenance of Plant	-	-	-	n/a	
82X	Administrative Technology	-	(1,578)	(1,578)	n/a	
91X	Community Services	-	5,259	5,259	n/a	
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Title IV 24-25 Original Revenue from Application	(1,090,243)
Title III ESOL Original Budget Revenue	(1,050,443)
Initial budget for part 2 Stronger Connections grant	(661,722)
Loading budget to match grant application Adult Ed & Family Literacy	(617,662)
Loading budget to match application 21st Century Lincoln and LEE	(500,000)
Loading budget to match application Perkins	(494,373)
Title I Part C Original Revenue 24-25	(446,225)
Loading budget to match application 21st Century Ballard and Samoset	(350,870)
Loading budget to match application 21st Century Manatee El and Palmetto El	(300,000)
Loading budget to match application 21st Century Palm View K-8	(225,000)
4265 Title I Part D 24-25 Original Budget from Application	(221,404)
Initial budget load for Perkins V based on application	(213,298)
Title III Immigrant 24-25 Original Budget Revenue	(155,038)
Other misc adjustments	(292,317)
Total	(6,618,595)

Special Revenue Fund
July and August 2024 Budget Amendment Summary

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Loading budget to match application 21st Century Lincoln and LEE	471,488
Loading budget to match grant application Adult Ed & Family Literacy	476,731
Loading budget to match application Perkins	340,663
Loading budget to match application 21st Century Ballard and Samoset	324,888
Title IV 24-25 Original Revenue from Application	288,975
Loading budget to match application 21st Century Manatee El and Palmetto El	283,539
Loading budget to match application 21st Century Palm View K-8	213,611
Initial budget load for Perkins V based on application	193,635
Title III ESOL Original Budget Revenue	143,039
Title III Immigrant 24-25 Original Budget Revenue	139,492
4265 Title I Part D 24-25 Original Budget from Application	25,150
Title I Part C Original Revenue 24-25	10,051
ESSER III Lump Sum Amendment	(818,408)
Other misc adjustments	293,148
Total	2,386,001

Reference 3 - Comments for Functional Changes over 5%:	Budget Amendment
ESSER III Lump Sum Amendment	1,249,257
Title I Pt C 24-25 Original Budget Upload	229,121
Title IV 24-25 Initial Budget Upload from Application	169,180
Loading budget to match grant application Adult Ed & Family Literacy	113,323
Other misc adjustments	(10,485)
Total	1,750,397

Reference 4 - Comments for Functional Changes over 5%:	Budget Amendment
Title III ESOL 24-25 Original Budget from Application	702,151
Title IV 24-25 Initial Budget Upload from Application	287,597
Title I Part D 24-25 Original Budget from Application	181,234
Title I Pt C 24-25 Original Budget Upload	168,260
Loading budget to match application Perkins	131,428
ESSER III Lump Sum Amendment	(214,537)
Other misc adjustments	56,907
Total	1,313,041

Reference 5 - Comments for Functional Changes over 5%:	Budget Amendment
Initial budget for part 2 Stronger Connections grant	512,566
Loading budget for roll forward for Stronger Connections grant	107,788
Title IV 24-25 Initial Budget Upload from Application	192,000
Title III ESOL 24-25 Original Budget from Application	104,442
Other misc adjustments	(117,055)
Total	799,741

Reference 6 - Comments for Functional Changes over 5%:	Budget Amendment
Title IV 24-25 Initial Budget Upload from Application	49,339
Title III ESOL 24-25 Original Budget from Application	46,859
Loading budget to match grant application Adult Ed & Family Literacy	27,608
Initial budget for part 2 Stronger Connections grant	19,731
Loading budget for roll forward for Stronger Connections grant	3,770
Loading budget to match application 21st Century Lincoln and LEE	22,627
Loading budget to match application Perkins	22,282
Title I Pt C 24-25 Original Budget Upload	20,194
Other misc adjustments	73,559
Total	285,969

Reference 7 - Comments for Functional Changes over 5%:	Budget Amendment
ESSER III Lump Sum Amendment	(64,242)
Other misc adjustments	11,094
Total	(53,148)

Reference 8 - Comments for Functional Changes over 5%:	Budget Amendment
Title IV 24-25 Initial Budget Upload from Application	103,151
ARP ESSER Supplemental Programming adjustments	94,519
ESSER III Lump Sum Amendment	(39,938)
Other misc adjustments	(9,206)
Total	148,527

Food Service Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,588,545)	(12,588,545)	-	0.00%	
3XX	Revenues	(36,458,340)	(36,495,590)	(37,250)	0.10%	
76X	Food Services	38,060,454	38,084,358	23,904	0.06%	
97xx	Transfers Out	-	13,346	13,346	n/a	
9XX	Budgeted Fund Balance	10,986,431	10,986,431	0	0.00%	

Health Insurance Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,363,719)	(13,363,719)	-	0.00%	
3XX	Revenues	(59,404,925)	(59,404,925)	-	0.00%	
3XX	Transfers In	-	-	-	n/a	
75X	Fiscal Services	176,000	176,000	-	0.00%	
77X	Central Services	61,592,861	61,592,861	-	0.00%	
9XX	Budgeted Fund Balance	10,999,783	10,999,783	0	0.00%	

Workers Comp Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,611,743)	(1,611,743)	-	0.00%	
3XX	Revenues	(4,600,000)	(4,600,000)	-	0.00%	
77X	Central Services	4,205,435	4,205,435	-	0.00%	
9XX	Budgeted Fund Balance	2,006,308	2,006,308	-	0.00%	

Trust & Agency Fund
July and August 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,247,081)	(1,247,081)	-	0.00%	
3XX	Revenues	(809,285)	(832,168)	(22,883)	2.83%	
5XX	Instructional	2,005,374	2,027,947	22,573	1.13%	
61X	Student Support Services	1,580	1,890	310	19.62%	**1**
63X	Instruction and Curriculum Development	25,428	25,428	-	0.00%	
72X	General Admin Superintendent	13,839	13,839	-	0.00%	
76X	Food Services	-	-	-	n/a	
77X	Central Services	6,374	6,374	-	0.00%	
79X	Operation of Plant	270	270	-	0.00%	
91X	Community Services	3,500	3,500	-	0.00%	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Project Heart Donations	310
Other misc adjustments	-
Total	310

AGENDA ITEM NO. 14.3

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Resolution No. 2024-004 Authorizing Issuance of Certificates of Participation, Series 2025A (the "Series 2025A Certificates") (Capital Funds) - *Updated 10-18-2024*

Executive Summary
Resolution 2024-004 authorizes the issuance of Certificates of Participation, Series 2025A, in an aggregate principal amount not exceeding $150,000,000.00.

The Series 2025A Certificates shall be issued for the principal purpose of financing the cost of acquiring, constructing and equipping new Artisan Lakes Elementary School and new Rye Ranch Elementary School pursuant to the School Board's Master Lease (COPS) Program with the Leasing Corporation and paying certain costs and expenses incurred in connection with the issuance of the Series 2025A Certificates.

The Resolution provides certain terms and details of the Series 2025A Certificates and approves the forms of certain documents related thereto. The Resolution authorizes a negotiated sale of the Series 2025A Certificates as long as certain parameters (described below under "Financial Impact") are met. The Resolution authorizes the Chair and Superintendent to determine certain details of the Series 2025A Certificates, upon the advice of the Board's financial advisor.

The Superintendent recommends approval of a Resolution authorizing the issuance of Certificates of Participation, Series 2025A, not to exceed $150,000,000.00.

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 Resolution No. 2024-004 authorizing the issuance of Certificates of Participation, Series 2025A, not to exceed $150,000,000.00. (Capital funds)

Financial Impact

Offer to provide for, among other things, (i) not exceeding $150,000,000.00 aggregate principal amount of Series 2025A Certificates, (ii) an underwriting discount (including management fee and all expenses) not in excess of 0.40% of the par amount of the Series 2025A Certificates, (iii) a true interest cost of not more than 5.00% per annum, and (iv) the maturities of the Series 2025A Certificates, with the final maturity being not later than July 1, 2045.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers, Deputy Superintendent of Business Services

Attachments:
2024-004 - SDMC Resolution - Certificate Resolution with Exhibits - Updated 10-18-2024

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
CERTIFICATE RESOLUTION 2024-004

A RESOLUTION OF THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, APPROVING THE LEASE OF CERTAIN LAND OWNED BY THE BOARD TO THE MANATEE SCHOOL BOARD LEASING CORPORATION IN CONNECTION WITH THE LEASE-PURCHASE FINANCING OF CERTAIN EDUCATIONAL FACILITIES PROJECTS WITHIN THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE SCHEDULE NO. 2025A RELATING TO THE LEASE-PURCHASE OF SAID PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING $150,000,000 AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2025A EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE UNDER A MASTER LEASE-PURCHASE AGREEMENT BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN AND SUPERINTENDENT OR HIS OR HER DESIGNEE THE AUTHORITY TO APPROVE THE FINAL TERMS AND DETAILS OF THE SERIES 2025A CERTIFICATES UPON SATISFACTION OF THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFERING STATEMENT AND THE EXECUTION AND DELIVERY

OF A FINAL OFFERING STATEMENT WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; AUTHORIZING THE EXECUTION AND DELIVERY OF A CERTIFICATE PURCHASE CONTRACT, A DISCLOSURE DISSEMINATION AGENT AGREEMENT AND VARIOUS RELATED DOCUMENTS WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; AUTHORIZING MUNICIPAL BOND INSURANCE FOR SUCH CERTIFICATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Manatee County, Florida (the "Board"), as governing body of the School District of Manatee County, Florida (the "District") desires to lease-purchase certain educational facilities comprised of new Artisan Lakes Elementary School and new Rye Ranch Elementary School and such other facilities as may be lease-purchased from time to time in accordance with applicable law (collectively, the "Series 2025A Project"); and

WHEREAS, the Board has heretofore determined that the most appropriate way of financing the Series 2025A Project is through the lease-purchase of the Series 2025A Project utilizing the Board's master lease-purchase financing program (the "Financing Program") with the Manatee School Board Leasing Corporation (the "Corporation") pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Master Lease"), between the Board and the Corporation, as amended and supplemented, particularly as amended and supplemented by that certain Lease Schedule No. 2025A (together with the Master Lease, the "Series 2025A Lease"); and

WHEREAS, as part of the Financing Program it is necessary that the Board lease to the Corporation the sites on which certain components of the Series 2025A Project will be located, which sites (collectively, the "Premises") are identified in Exhibit A attached to the Ground Lease Agreement, between the Board and the Corporation (the "Ground Lease"), the substantially final form of which Ground Lease is being presented to the Board at this meeting and is attached hereto as Exhibit A; and

WHEREAS, if deemed to be in the best interest of the Board, upon the advice of the Board's Financial Advisor (as defined herein) all or a portion of the payments represented by the Series 2025A Certificates may be insured by a municipal bond insurance policy as determined by the Superintendent as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" shall mean Chapters 1001 through 1013, Florida Statutes, as amended, and other applicable provisions of law.

"Assignment of Ground Lease" means the Assignment of Ground Lease from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit H.

"Basic Rent Payments" shall have the meaning ascribed to such term in the Trust Agreement.

"Board" means The School Board of Manatee County, Florida, acting as the governing body of the District.

"Certificate Purchase Contract" means the Certificate Purchase Contract, to be dated the date of sale of the Series 2025A Certificates, among the Underwriters, the Corporation and the Board, the substantially final form of which is attached hereto as Exhibit D.

"Chairman" means the Chairman of the Board and, in his or her absence or unavailability, the Vice-Chairman of the Board or such other person as may be duly authorized to act on his or her behalf.

"Corporation" means the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation and any successor thereto.

"Deputy Superintendent of Business Services" means the Deputy Superintendent of Business Services of the District and, in his or her absence or unavailability, the Director of Finance or such other person as may be duly authorized to act on his or her behalf.

"Director of Finance" means the Director of Finance of the District or his or her designee.

"Disclosure Agreement" means the Disclosure Dissemination Agent Agreement by and between the Board and Digital Assurance Certification LLC, the substantially final form of which is attached hereto as Exhibit G.

"District" means the School District of Manatee County, Florida, a public body corporate and politic, and any successor thereto.

"Financial Advisor" means PFM Financial Advisors LLC.

"Fourteenth Amendment to Assignment of Lease Agreement" means the Fourteenth Amendment to Assignment of Lease Agreement, from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit E.

"Ground Lease" means the Ground Lease Agreement, between the Board and the Corporation, the substantially final form of which is attached hereto as Exhibit A.

"Lease Schedule No. 2025A" means Lease Schedule No. 2025A to the Master Lease-Purchase Agreement, between the Corporation and the Board, the substantially final form of which is attached hereto as Exhibit B.

"Master Lease-Purchase Agreement" means the Master Lease-Purchase Agreement, dated as of June 1, 1996, between the Corporation and the Board.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy, if any, issued by the Series 2025A Insurer guaranteeing the scheduled payment, when due, of the principal and interest on all or a portion of the Series 2025A Certificates as provided therein.

"Secretary" or **"Superintendent"** means the Superintendent of the District, who is the ex-officio Secretary of the Board and, in his or her absence or unavailability, the Deputy Superintendent of Business Services and any other Deputy Superintendent of the District or such other person as may be duly authorized to act on his or her behalf.

"Series 2025A Certificates" means the Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida, to be dated as of their date of issuance (or such other date as shall be set forth in the Certificate Purchase Contract) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement.

"Series 2025A Insurer" means the municipal bond insurance company, if any, approved by the Superintendent issuing the Municipal Bond Insurance Policy.

"Series 2025A Lease" means the Master Lease-Purchase Agreement, as amended and supplemented pursuant to Lease Schedule No. 2025A.

"Series 2025A Project" shall have the meaning as ascribed thereto in Lease Schedule No. 2025A, as the same may be amended or modified from time to time in accordance with the Lease Agreement.

"Series 2025A Supplemental Trust Agreement" means the Series 2025A Supplemental Trust Agreement relating to the Series 2025A Certificates, among the

Corporation, the Board and the Trustee, the substantially final form of which is attached hereto as Exhibit C.

"Trust Agreement" means the Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the Board and the Trustee, as amended and supplemented, particularly as supplemented pursuant to the Series 2025A Supplemental Trust Agreement.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor thereto.

"Underwriter(s)" means, collectively, BofA Securities, Inc., J.P. Morgan Securities LLC, Jefferies LLC and Raymond James & Associates Inc. and the other underwriters, if any, listed in the Certificate Purchase Contract.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby found and determined that:

(A) The Board has heretofore established a master lease-purchase program for the lease-purchase financing of various projects in accordance with the terms of the Master Lease-Purchase Agreement and the Trust Agreement.

(B) The Board is authorized and empowered by the Act to enter into transactions such as those contemplated by this Resolution, the Master Lease-Purchase Agreement, Lease Schedule No. 2025A, the Trust Agreement, the Disclosure Agreement, the Ground Lease and to fully perform its obligations hereunder and thereunder in order to lease-purchase the Series 2025A Project.

(C) Due to the present volatility of the market for tax-exempt obligations such as the Series 2025A Certificates and the complexity of the transactions relating to such Series 2025A Certificates, it is in the best interest of the Board that the Series 2025A Certificates be sold by a delegated negotiated sale in accordance with the terms and conditions hereof, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible price and interest rate for the Series 2025A Certificates.

(D) The Board has been advised by its Financial Advisor as to the market appropriateness of preparing for the purchase proposal of the Underwriters in light of current market levels and conditions and as to the acceptance of a Certificate Purchase Contract pursuant to a delegated sale subject to the conditions provided herein.

(E) The Series 2025A Certificates shall be secured solely as provided in the Trust Agreement, the Series 2025A Lease and the Ground Lease, it being understood that neither the Series 2025A Certificates nor the interest represented thereby shall be or constitute a

general obligation of the District, the Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the District, the Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

SECTION 4. LEASE OF PREMISES. All or a portion of the land constituting the Premises to be identified in Exhibit A attached to the Ground Lease and made a part hereof is hereby approved for leasing to the Corporation as part of the Financing Program in accordance with the terms and provisions of the Ground Lease.

SECTION 5. AUTHORIZATION OF LEASE-PURCHASE OF SERIES 2025A PROJECT. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Board hereby authorizes the lease-purchase of the Series 2025A Project in accordance with the terms of the Series 2025A Lease.

SECTION 6. APPROVAL OF GROUND LEASE. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Ground Lease, substantially in the form attached hereto as Exhibit A, is hereby approved by the Board with such changes, modifications, deletions and additions as may be hereafter necessary in order to complete the documentation of the lease-purchase financing of the Series 2025A Project in accordance with the terms thereof and the Board hereby authorizes and directs the Chairman to execute the Ground Lease, and the Secretary to attest the same under the seal of the Board and to deliver the Ground Lease to the Corporation for its execution. If the Board acquires any additional sites for the Series 2025A Project after the issuance of the Series 2025A Certificates, the Chairman is hereby authorized to execute and deliver such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease.

SECTION 7. APPROVAL OF LEASE SCHEDULE NO. 2025A. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Board hereby authorizes and directs the Chairman to execute Lease Schedule No. 2025A, and the Secretary to attest the same under the seal of the Board, and to deliver Lease Schedule No. 2025A to the Corporation for its execution. Lease Schedule No. 2025A shall be in substantially the form attached hereto as Exhibit B, with such changes, modifications, deletions and additions as may be approved by the Chairman and in any event, including those changes necessary to reflect the final terms and details of the Series 2025A Certificates determined in accordance with Section 9(B) hereof including, without limitation, the schedule of Basic Rent Payments. Execution by the Chairman of Lease Schedule No. 2025A shall be deemed to be conclusive evidence of approval of such changes.

SECTION 8. APPROVAL OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT. Subject to satisfaction of all of the conditions set forth in Section

9(B) hereof, the Board hereby authorizes and directs the Chairman to execute the Series 2025A Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Board and to deliver the Series 2025A Supplemental Trust Agreement to the Corporation and the Trustee for their execution. The Series 2025A Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit C, with such changes, modifications, deletions and additions as may be approved by said Chairman, including the final terms and provisions of the Series 2025A Certificates determined in accordance with Section 9(B) hereof as shall be set forth in the Certificate Purchase Contract. Execution by the Chairman of the Series 2025A Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 9. DELEGATED NEGOTIATED SALE OF SERIES 2025A CERTIFICATES AND DESCRIPTION OF THE SERIES 2025A CERTIFICATES. (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 9(B) below prior to the issuance of the Series 2025A Certificates, the Board hereby authorizes the issuance of a Series of Certificates, to be known as the "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" for the principal purpose of providing moneys for lease-purchase financing (including through reimbursement) of the Series 2025A Project. The Series 2025A Certificates shall be issued only in accordance with the provisions of the Trust Agreement and all the provisions hereof and of the Trust Agreement shall be applicable thereto.

(B) Subject to full satisfaction of the conditions set forth in this Section 9(B), the Board hereby authorizes a delegated negotiated sale of the Series 2025A Certificates to the Underwriters in accordance with the terms of a Certificate Purchase Contract to be dated the date of sale and to be substantially in the form attached hereto as Exhibit D, with such changes, modifications, deletions and additions thereto as shall be approved by the Chairman and the Superintendent in accordance with the provisions of this Section 9(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 9(B). The Certificate Purchase Contract shall not be executed by the Chairman and the Superintendent until such time as all of the following conditions have been satisfied:

(1) Receipt by the Chairman and the Superintendent of a written offer to purchase the Series 2025A Certificates by the Underwriters substantially in the form of the Certificate Purchase Contract, said offer to provide for, among other things, (i) the issuance of not exceeding $150,000,000 aggregate principal amount of Series 2025A Certificates, (ii) an underwriting discount (including management fee and all expenses) not in excess of 0.40% of the par amount of the Series 2025A Certificates, (iii) a true interest cost of not more than 5.00% per annum, and (iv) the

maturities of the Series 2025A Certificates with the final maturity no later than July 1, 2045.

(2) With respect to any prepayment terms of the Series 2025A Certificates, the first call date may be no later than July 1, 2035 at a prepayment price of the par amount of that portion of the Series 2025A Certificates to be prepaid. Term Certificates may be established with such Amortization Installments (or no Amortization Installments) as the Chairman and Superintendent deem appropriate. Alternatively, the Series 2025A Certificates may be issued as non-callable Certificates if the Chairman and Superintendent deem it appropriate.

(3) Receipt by the Chairman and Superintendent from the Underwriters of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes, and substantially in the form of Exhibit D to the Certificate Purchase Contract.

(4) The issuance of the Series 2025A Certificates shall not exceed any debt limitation prescribed by law, and such Series 2025A Certificates, when issued, will be within the limits of all constitutional or statutory debt limitations.

(5) The Superintendent and Chairman shall determine, based upon advice of the Financial Advisor, in consultation with the Underwriters, whether or not to provide for a Municipal Bond Insurance Policy for all, a portion or none of the Series 2025A Certificates.

SECTION 10. APPROVAL OF FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT AND ASSIGNMENT OF GROUND LEASE. Subject to satisfaction of all of the conditions set forth in Section 9(B) hereof, the Board hereby authorizes and approves the execution and delivery by the Corporation of the Fourteenth Amendment to Assignment of Lease Agreement and the Assignment of Ground Lease, substantially in the forms attached hereto as Exhibits E and H, respectively, with such changes, modifications, deletions and additions as may be approved by the Corporation.

SECTION 11. PRELIMINARY OFFERING STATEMENT. The use and distribution of the Preliminary Offering Statement, substantially in the form attached hereto as Exhibit F, by the Underwriters for the purpose of offering the Series 2025A Certificates for sale is hereby authorized and ratified with such changes thereto as authorized representatives of the Board may approve prior to the distribution thereof. The Board hereby authorizes the Superintendent or the Deputy Superintendent of Business Services to deem the Preliminary Offering Statement "final" as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, except for such "permitted omissions" as defined under such Rule.

SECTION 12. OFFERING STATEMENT. The form, terms and provisions of the Offering Statement relating to the Series 2025A Certificates shall be substantially as set forth in the Preliminary Offering Statement. The Chairman and the Secretary are each hereby authorized and directed to execute and deliver said Offering Statement in the name and on behalf of the Board, and thereupon to cause such Offering Statement to be delivered to the Underwriters within seven business days of the date of the Certificate Purchase Contract with such changes, modifications, deletions and additions as may be approved by said Chairman. Said Offering Statement, including any such changes, modifications, deletions and additions as approved by the Chairman, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2025A Certificates to the public. Execution by the Chairman and the Secretary of the Offering Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 13. APPROVAL OF DISCLOSURE AGREEMENT. The Board hereby authorizes and directs the Chairman to execute the Disclosure Agreement and to deliver the Disclosure Agreement to Digital Assurance Certification LLC for its execution. The Disclosure Agreement shall be in substantially the form attached hereto as Exhibit G, with such changes, modifications, deletions and additions as may be approved by said Chairman. Execution by the Chairman of the Disclosure Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 14. APPOINTMENT OF TRUSTEE. U.S. Bank Trust Company, National Association is hereby appointed as Trustee in connection with the Series 2025A Certificates.

SECTION 15. MUNICIPAL BOND INSURANCE. Upon approval of the Series 2025A Insurer, if any, in accordance with Section 9(B) hereof, the Superintendent, the Chairman and the Deputy Superintendent of Business Services are each hereby authorized to take such actions (including, without limitation, approval of changes to the documents herein approved) and to execute such commitments, agreements, certificates, instruments and opinions as shall be necessary or desirable to procure the issuance of the Municipal Bond Insurance Policy by the Series 2025A Insurer.

SECTION 16. EXECUTION OF DOCUMENTS. The Chairman, Vice-Chairman, Superintendent, ex-officio Secretary of the Board, the Deputy Superintendent of Business Services and any other Deputy Superintendent are hereby authorized to execute and deliver such documents and certificates, including the various closing documents and certificates required by Special Counsel in connection with the issuance of the Series 2025A Certificates (including, but not limited to, incumbency and signature certificates, a general closing certificate, certificate as to delivery and payment, IRS Form 8038-G, the certificate as to arbitrage and other tax matters, cross receipt and the certificate as to certified copy of this Resolution), in addition to those expressly authorized by this Resolution, and to take such further actions as they shall deem reasonably necessary or

appropriate to effect the issuance of the Series 2025A Certificates and the other transactions contemplated by this Resolution.

SECTION 17. GENERAL AUTHORITY. Subject to satisfaction of all of the requirements of Section 9(B) hereof, the members of the Board, the Superintendent, the Deputy Superintendent of Business Services, the Director of Finance and the officers, attorneys and other agents or employees of the District are each hereby authorized to do all acts and things required of them by this Resolution, the Offering Statement or the Certificate Purchase Contract, or desirable or consistent with the requirements of this Resolution, the Series 2025A Lease, the Trust Agreement, the Ground Lease, the Offering Statement, the Disclosure Agreement or the Certificate Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the District and the Superintendent is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the series designation of the Series 2025A Certificates, if necessary or desirable, for accomplishing the acts herein authorized.

SECTION 18. FINANCIAL ADVISORY SERVICES. The Board hereby authorizes the Superintendent or the Deputy Superintendent of Business Services to execute an engagement letter or agreement with the Financial Advisor to provide financial advisory services in connection with the issuance of the Series 2025A Certificates and to pay related fees.

SECTION 19. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 20. REPEAL OF INCONSISTENT DOCUMENTS. All prior resolutions in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Signature page to follow]

SECTION 21. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED at a Regular Meeting this 22nd day of October 2024.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

ATTEST:

_____
Superintendent/Secretary

EXHIBIT A

FORM OF GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessor

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessee

Dated as of [MONTH] 1, 2025

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EXHIBIT A	PREMISES DESCRIPTION
EXHIBIT B	DESCRIPTION OF SERVIENT PROPERTY
EXHIBIT C	GROUND LEASE SUPPLEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as this "Ground Lease") is made and entered into as of **[**MONTH**]** 1, 2025, by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a school board duly organized and existing under the laws of the State of Florida (the "Board"), as lessor, acting as the governing body of the School District of Manatee County, Florida, and the **MANATEE SCHOOL BOARD LEASING CORPORATION**, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, having an office in Bradenton, Florida (the "Corporation"), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A to the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, particularly as amended and supplemented by the Series 2025A Supplemental Trust Agreement, dated as of **[**MONTH**]** 1, 2025.

WHEREAS, the Board is the owner of certain parcels of real property located in Manatee County, Florida and described in Exhibit A hereto (which, together with any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land by reason of ownership of such land and together with all parcels of real property hereunder made subject to the Ground Lease, is hereinafter referred to as the "Premises"); and

WHEREAS, the Corporation desires to acquire a leasehold interest in the Premises and construct thereon certain educational facilities (together with the acquisition of certain Equipment, the "Series 2025A Project") and to lease the Series 2025A Project, including a sublease of the Premises, to the Board, all in accordance with the terms and provisions of the Lease Agreement; and

WHEREAS, the Corporation desires to locate each of such educational facilities on the real property comprising the Premises; and

WHEREAS, the Board owns that certain real property more particularly described on Exhibit B attached hereto and made a part hereof ("Servient Property") which such Servient Property now has or will hereafter have certain buildings, structures and improvements erected and situated thereon (collectively, the "Servient Buildings"); and

WHEREAS, it is anticipated that the Series 2025A Project may be attached to the Servient Property for pedestrian and vehicular ingress, egress and access to and from and between the Premises and the public roads adjoining the Servient Property (hereinafter referred to as "Access"); and may further be dependent upon the Servient Property for utility and other enjoyment of the Premises which such services include, but are not necessarily limited to, drainage, sewer and water service, electric and telephone service, gas service and parking of vehicles (collectively, the "Services"); and

WHEREAS, the Corporation desires to acquire from the Board, pursuant to this Ground Lease, and the Board is willing to grant to the Corporation, the right to utilize the Servient Property to the extent reasonably necessary for Access and for the Services and the Corporation and the Board desire to provide for the structural attachment of certain of the components of the Series 2025A Project to the Servient Buildings;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the parties hereto agree as follows;

SECTION 1. LEASED PREMISES. (a) Pursuant to the terms and provisions hereof, the Board hereby leases, grants, demises and transfers the Premises to the Corporation. The Board hereby agrees to make all parcels of real property on which the Series 2025A Project is sited part of the Premises and subject to this Ground Lease. The Board shall execute, deliver and record one or more supplements to the Ground Lease upon acquisition of each such parcel.

(b) The aforesaid leasing, granting, demising and transfer of the Premises also includes the following rights ("Premises Rights") which such Premises Rights shall be deemed to be a part of the premises:

(i) The right to utilize the Servient Property for Access and for the Services reasonably necessary to the full use and enjoyment of the Premises; provided that the locations on the Servient Property utilized for such purposes shall be reasonably agreed upon by the Corporation and the Board; and provided, further, that the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for such purposes any portion of the Servient Property (e.g., the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for appropriate purposes, any drives, parking areas, drainage facilities or sewer, water, gas, electric or telephone lines from time to time located upon the Servient Property, together with the right to "tie-in" or "connect" thereto). If the Lease Agreement terminates prior to the termination of this Ground Lease, the Corporation and the Board shall each have the right to install such meters or submeters as may be reasonably appropriate to the end that the Corporation is charged for consumption of such utilities on the Premises.

(ii) The Servient Buildings and the Series 2025A Project may contain certain elements, features or parts which are structural elements of both the Servient Buildings and the Series 2025A Project (hereinafter referred to as "Common Structural Elements"). Such Common Structural Elements include, but are not necessarily limited to the following:

(A) All utility lines, ducts, conduits, pipes and other utility fixtures and appurtenances which are located on or within either the Premises or the Series 2025A Project on the one hand or the Servient Property or Servient

Buildings on the other hand and which, directly or indirectly, in any way, service the other.

(B) All division walls (hereinafter referred to as "Party Walls") between the Series 2025A Project and the Servient Buildings upon the common line between the Premises and the Servient Property (hereinafter referred to as the "Lot Line") provided that the mere fact that such a division wall is found not to be on the Lot Line shall not preclude that division wall from being the Party Wall.

(C) The roof and all roof support structures and any and all appurtenances to such roof and roof support structures including, without limitation, the roof covering, roof trim and roof drainage fixtures (collectively, the "Roofing") to the extent interrelated between the Series 2025A Project and the Servient Buildings. Should the Roofing of any building constituting a portion of the Project extend beyond the Lot Line, the right therefor is hereby granted and should the Roofing of the Servient Building extend beyond the Lot Line onto the premises, the right therefor is hereby reserved.

(D) The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto to the extent interrelated between the Series 2025A Project and the Servient Buildings (collectively referred to as "Flooring"). Should the Flooring of the Series 2025A Project extend beyond the Lot Line onto the Premises, the right therefor is hereby reserved.

(iii) The Premises Rights further include that right of the Series 2025A Project to encroach upon the Servient Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching Series 2025A Project shall remain undisturbed for as long as same exists and, for so long as such encroachment exists, that portion of the Servient Property on which same exists shall be deemed to be a part of the Premises. In addition, the Premises Rights include the right to utilize that portion of the Servient Property as may be reasonably necessary in order to maintain and repair the Series 2025A Project. The Premises Rights further include cross rights of support and use over, upon, across, under, through and into Common Structural Elements in favor of the Corporation (and like rights are hereby reserved unto the Board) for the continued use, benefit and enjoyment and continued support, service, maintenance and repair of all such Common Structural Elements.

(c) Subject to the Permitted Encumbrances, the Board hereby warrants that (i) the Board owns the Premises in fee simple title, has full and insurable title to the fee estate in the Premises and owns unencumbered all such right, title and interest; (ii) all consents

to or approvals of this Ground Lease required by law or any agreements or indentures binding upon the Board have been obtained; (iii) the Board has the right to lease the Premises to the Corporation pursuant to the terms and provisions hereof and to grant to the Board the Premises Rights; and (iv) this Ground Lease complies with all the requirements and restrictions of record applicable to the Premises and the Servient Property. The Board represents and warrants that none of the Permitted Encumbrances has an adverse effect on the use of the Premises or the enjoyment of the leasehold estate therein created under this Ground Lease.

SECTION 2. TERM. The initial term of this Ground Lease (the "Initial Ground Lease Term") shall be for the period commencing on the Commencement Date, and ending on the earlier of (a) the date on which the Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project, have been paid or provision for payment of such Certificates has been made pursuant to Section 12.01 of the Trust Agreement **[**and any amounts payable to the Credit Enhancer for the Insured Series 2025A Certificates**]** and any Supplemental Rent arising under the Lease Agreement shall have been paid or provided for, or (b) July 1, 20__ (both dates inclusive). As used herein, the expression "term hereof," "Ground Lease Term" or any similar expression refers collectively to the Initial Ground Lease Term and to any renewals of the Initial Ground Lease Term exercised by the Corporation or its assignee as provided in Section 22 hereof.

SECTION 3. USE OF PREMISES. (a) It is the express intent of the parties hereto that, for as long as no Event of Default or Event of Non-Appropriation under the Lease Agreement has occurred:

(i) the Premises shall be used by the Corporation as the site for acquisition, construction and installation of the Buildings comprising a portion of the Series 2025A Project;

(ii) the Buildings and Equipment comprising a portion of the Series 2025A Project shall be acquired, constructed and installed by the Board as agent for the Corporation as provided in Section 3.08 of the Lease Agreement; and

(iii) title to the Premises shall be in the Board upon commencement of the Ground Lease Term and title to all components of the Series 2025A Project, other than Designated Equipment, shall be in name of Corporation pursuant to the Lease Agreement, and title to the Buildings comprising a portion of the Series 2025A Project, other than Designated Equipment, constructed on the Premises shall remain severed from title to the Premises until the earlier of (A) the date on which the Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project shall no longer be Outstanding, or (B) the end of the Ground Lease Term.

(b) If the Lease Agreement has been terminated, the Corporation and each Permitted Transferee (as defined in Section 9(b) hereof) may use the Premises for any lawful purpose, in its sole discretion, and may alter, modify, add to or delete from the portions of the Series 2025A Project existing from time to time on the Premises.

(c) Neither the Corporation nor any Permitted Transferee shall use or permit the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

(d) The Board may at any time place portable educational facilities on the Premises. Such portables shall be owned by the Board.

SECTION 4. RENTAL. (a) So long as the Lease Agreement has not been terminated, the Corporation or its assignee shall pay to the Board as and for rental for the Premises the sum of ten dollars ($10.00) per annum, which sum shall be due in advance on the Commencement Date (prorated) and annually thereafter on the first day of each Renewal Lease Term.

(b) From and after the date on which the Lease Agreement has been terminated, the Corporation or its assignee shall pay as and for rental for the Premises an amount determined by an M.A.I. appraisal to be the fair market rental for the Premises (the "Appraisal"), which Appraisal shall be prepared by an appraiser selected by the Corporation (with the consent of the Trustee as assignee of the Corporation and the consent of the Credit Enhancer); provided, however, that such fair market rental and the payment thereof shall be subject to the following adjustments and conditions:

(i) if the Lease Agreement has been terminated on a date other than June 30 of any year, the fair market rental determined pursuant to the Appraisal shall be prorated for the number of days between the date terminated and the next succeeding June 30;

(ii) for each twelve-month period beginning on the July 1 next succeeding the date on which terminated and beginning on each succeeding July 1, the amount of the fair market rental determined by the Appraisal shall be adjusted by the percentage (positive or negative) which is equal to the Implicit Price Deflator of the Consumer Price Index published by the United States Department of Commerce for the region of the United States where Florida is located or for the United States as a whole if not so published for such region;

(iii) the fair market rental due in any year shall be paid in the current year only to the extent that the moneys received by the Trustee as assignee of the Corporation from the exercise of the remedies permitted under the Lease Agreement during the preceding twelve months prior to such July 1 exceeded the Principal and Interest Requirements for such preceding twelve months and other amounts payable

under the Lease Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future years to the extent that moneys received in such year from the exercise of the remedies permitted by the Lease Agreement exceed the Principal and Interest Requirements and the fair market rental due in such years; and

(iv) the failure to pay any portion of the fair market rental in any year due to insufficiencies of moneys realized from the exercise of the remedies permitted under the Lease Agreement (A) shall not give rise to any obligation to pay interest on such unpaid fair market rental, and (B) shall not constitute a default under this Ground Lease by the Corporation or the Trustee as the assignee of the Corporation.

SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES. (a) The Corporation or its assignee shall at all times during the Ground Lease Term have a leasehold estate in the Premises with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee.

(b) Possession and use of the Premises, together with all improvements thereon, shall, upon the last day of the Ground Lease Term or earlier termination of this Ground Lease, automatically revert to the Board free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of this Ground Lease, the Corporation or its assignee shall peaceably and quietly surrender to the Board the Premises together with any improvements located in or upon the Premises. Upon such surrender of the Premises, the Corporation or any Permitted Transferee, at the reasonable request of the Board, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the Board all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Premises and the improvements thereon in the possession of the Corporation or any Permitted Transferee.

(c) Any personal property of the Corporation, any Permitted Transferee or any Person which shall remain on the Premises after expiration or earlier termination of the Ground Lease Term and for sixty (60) days after request by the Board for removal, shall, at the option of the Board, be deemed to have been abandoned and may be retained by the Board and the same may be disposed of, without accountability, in such manner as the Board may see fit.

(d) If the Corporation or any Permitted Transferee holds over or refuses to surrender possession of the Premises after expiration or earlier termination of this Ground Lease, the Corporation or any Permitted Transferee shall be a tenant at sufferance and shall pay a rental rate equal to the fair market rental of the Premises determined in the manner provided in Section 4(b) hereof.

(e) The provisions of Sections 5(a), 5(b) and 5(c) hereof shall not apply to vending machines or other commercial equipment or trade fixtures located in or about the Premises to the extent that such equipment is readily removable from the Premises without causing material harm or damage thereto and that such equipment is not owned by the Corporation or any Permitted Transferee.

SECTION 6. BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS. It is mutually intended, stipulated and agreed that neither the fee simple title (to the extent applicable) to nor any interest of the Board in the Premises or the Series 2025A Project may be subject to liens of any nature arising by reason of any act or omission of the Corporation or its assignee or any Person claiming under, by or through the Corporation, including, but not limited to, construction, mechanics' and materialmen's liens.

SECTION 7. INSURANCE. The Corporation covenants and agrees with the Board that the Corporation will cooperate with the Board in providing any information necessary for the Board to obtain and maintain in full force and effect insurance coverages desired by the Board or required by the Lease Agreement.

SECTION 8. CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS. (a) Except with regard to any environmental conditions and subject to the provisions of this Section 8, the Corporation agrees to accept the Premises in their presently existing condition, "as is."

(b) It is understood and agreed that the Board has determined that the Premises will safely or adequately support the Series 2025A Project, and hereby certifies same to the Corporation.

(c) The Board, at its sole expense, shall bring or cause to be brought to the Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Premises water service and capacity sufficient for operation, heating, ventilation and air conditioning equipment, and to the extent necessary to permit the Board to use the Series 2025A Project for the purposes intended or to permit such Series 2025A Project to comply with all requirements of law, the Corporation will provide and construct (but only to the extent of the proceeds of the Series 2025A Certificates or any Completion Certificates related to the Series 2025A Project available therefor) such roads, streets, sidewalks and other methods of ingress and egress necessary therefor. Nothing herein shall prohibit the Board from dedicating any such utilities or roads, streets and sidewalks to the appropriate governmental authority or duly constituted investor-owned utility as required or permitted by law, and the Corporation or the Trustee as assignee of the Corporation shall cooperate in such dedication by executing any deeds or other instruments required to effect such dedication.

SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING. (a) If the Lease Agreement has been terminated and subject to the terms and conditions herein provided, the Corporation may enter into a mortgage or mortgages of its leasehold interest created hereby in the Premises as security for the performance of its obligations under any financing obtained by the Corporation; provided, however, the fee title to the Premises shall not be subject to, or otherwise encumbered by, any such mortgage; provided, however, that each such leasehold mortgage shall be subject to the provisions of Section 9(d) hereof. Any such mortgage executed by the Corporation or its assignee pursuant to the provisions of the preceding sentence shall be hereinafter called a "Leasehold Mortgage" and the holder of any such mortgage shall be hereinafter called the "Leasehold Mortgagee."

(b) Except as expressly provided in this Section 9(b), the Corporation or its assignee shall not assign this Ground Lease, or any portion hereof, or sublease all or any portion of the Premises at any time. Except as expressly permitted in this Section 9(b), any purported assignment, partial assignment or sublease without the Board's prior written consent in violation of this Section 9(b) shall be null and void. So long as the Lease Agreement has not been terminated, (i) the Corporation may assign this Ground Lease to the Trustee for the benefit of the Owners of the Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project, and (ii) the Corporation shall sublet all of the Premises to the Board (the "Initial Sublessee") under the Lease Agreement. If the Lease Agreement shall have been terminated, the Corporation or its assignee may sublet the Premises or assign its interest in this Ground Lease (a "Permitted Sublease") to any Person for any lawful purpose without the prior consent of the Board; provided, however, that no Permitted Sublease shall relieve the Corporation of any of its duties or obligations hereunder without the prior written consent of the Board; provided, however, that each Permitted Sublease shall be subject to the provisions of Section 9(d) hereof. "Permitted Transferee" shall mean a sublessee or assignee permitted by this Section 9(b).

(c) If the Lease Agreement shall have been terminated and the Corporation or its assignee proposes to create a Permitted Sublease of any portion of its interest in this Ground Lease, the Corporation or its assignee shall provide written notice thereof to the Board containing the names and addresses of the proposed assignee(s), sublessee(s) or transferee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of any Permitted Sublease to a Permitted Transferee.

(d) If the Lease Agreement shall have been terminated, nothing herein shall prevent the Corporation or its assignee from entering into a Leasehold Mortgage or a Permitted Sublease for individual parcels of land constituting the Premises. It shall not be necessary for a Leasehold Mortgage or a Permitted Sublease to cover all of the Premises.

SECTION 10. UTILITY EASEMENTS. So long as the Lease Agreement has not been terminated, the Board reserves the right to grant nonexclusive utility

easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Premises but only to the extent reasonably necessary to provide services to the Premises or any other real property adjacent to the Premises; provided, however, that such grant and any use permitted thereby is not detrimental to the use or operation of the Premises or to any other uses permitted hereunder after the Ground Lease Term, will not impose any cost upon the Corporation or its assignee, will not weaken, diminish or impair lateral or subjacent support to the improvements to the Premises, including, without limitation the Series 2025A Project, will not impair or diminish the security of any Leasehold Mortgagee or Permitted Transferee hereunder and the Board agrees to indemnify and save harmless, but only from Available Revenues, the Corporation or its assignee and any Leasehold Mortgagee and Permitted Transferee (whether the interest of such party in the Premises arises prior or subsequent to such grants) against any loss, claim, liability or damages, including legal costs and defense arising or accruing from the use or exercise of such easement.

SECTION 11. DUTIES DEEMED PERFORMED. All obligations of the Corporation hereunder which are assumed by the Initial Sublessee shall be deemed, as between the Board and the Corporation hereunder, fully performed whether or not such Initial Sublessee actually performs same.

SECTION 12. TAXES AND FEES. (a) The Board represents and warrants that this Ground Lease is and will be exempt from ad valorem and intangible taxation. However, for as long as the Lease Agreement is in effect, should the Premises thereon or any interest therein ever become subject to any such taxes, the Board agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Premises or the Series 2025A Project, or any interest in this Ground Lease, or any possessory right which the Corporation or its assignee may have in or to the Premises thereon by reason of its use or occupancy thereof or otherwise.

(b) Notwithstanding the foregoing provision, either the Board or the Corporation shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the Board may refrain from paying such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings.

(c) In the event that the Board shall fail to pay any of the items required under this Section 12, the Corporation or its assignee may, at its sole option, pay the same and any amounts so advanced therefor by it shall become an additional obligation of the Board and Supplemental Rent under the Lease Agreement.

SECTION 13. DEFAULT BY THE CORPORATION. (a) Each of the following events shall be deemed a default by the Corporation hereunder and a breach of this Ground Lease:

(i) If the Corporation or its assignee shall fail to pay, when due, any rent or portion thereof, or any other sum, if any, which the Corporation or its assignee is obligated to pay under the terms and provisions of this Ground Lease, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to the Corporation from the Board;

(ii) If the Corporation or its assignee shall attempt to mortgage the leasehold estate hereby created in violation of Section 9(a) hereof or to assign this Ground Lease, or any portion thereof, or to sublease any portion of the Premises in violation of Section 9(b) hereof; or

(iii) If the Corporation or its assignee shall use the Premises for any purposes not permitted by this Ground Lease, and such use shall continue for a period of thirty (30) days after the Board shall have given written notice to the Corporation or its assignee to desist from such use.

(b) In the event that the item of default set forth in Section 13(a)(iii) above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Corporation shall have such additional time as is reasonably necessary to cure such default provided that such Corporation diligently commences the curing of such default within such time and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event that any Permitted Transferee or Leasehold Mortgagee exists of record at the time that a default occurs hereunder, the Board shall give notice thereof to each such Permitted Transferee and Leasehold Mortgagee and each such party shall have thirty (30) additional days from receipt of such notice to cure such default; provided, however, that if the default is of such a nature that the same cannot be cured in such time, then such party shall have such additional time as is reasonably necessary to cure such default provided that such party diligently commences the curing of such default within such time and proceeds completely to cure same within a timely and diligent manner.

SECTION 14. REMEDIES OF BOARD. Upon the occurrence of any event of default as set forth in Section 13 hereof which has not been cured (and is not in the process of being cured) under Section 13(b) or 13(c) hereof, but not otherwise, the Board may take whatever action at law or in equity may appear necessary or desirable to enforce its rights hereunder; provided, the Board shall not have the right to terminate this Ground Lease until such time as the Series 2025A Certificates (including any amounts payable to **[**INSURER SHORT NAME**]**) and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project have been paid or provision for payment thereof has been made pursuant to the terms and provisions of the Trust Agreement. The

Board shall have recourse solely against the leasehold estate of the Corporation or its assignee in the Premises, and any proceeds thereof, for the payment of any liabilities of the Corporation or its assignee hereunder.

SECTION 15. NO WAIVERS. No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Ground Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other party hereto. No delay, failure or omission of the Board to re-enter the Premises, nor by either party hereto to exercise any right, power, privilege or option arising from any default shall impair any right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by either party hereto shall be required to restore or revive time as being of the essence hereof after waiver by the Board of default in one or more instances. No option, right, power, remedy or privilege of the Board shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

SECTION 16. QUIET ENJOYMENT. The Board agrees that the Corporation and any Permitted Transferee, upon the payment of the rent and all other payments and charges, if any, to be paid by the Corporation or its assignee under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Ground Lease, without hindrance or molestation from the Board or anyone claiming by, through or under the Board.

SECTION 17. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

SECTION 18. CONDEMNATION. In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Ground Lease acquire title to the Premises:

(a) For as long as the Lease Agreement has not been terminated, the Net Proceeds resulting therefrom shall be applied pursuant to the Lease Agreement.

(b) If the Lease Agreement shall have been terminated, (i) if such Person acquires title to such substantial portion thereof that the Corporation determines that it cannot economically make use of the residue for the lawful purposes intended by this Ground Lease, such acquisition of title shall terminate this Ground Lease, effective as of the date on which the condemning party takes possession thereof, and the Net Proceeds

resulting therefrom shall be applied first to payment of the amount secured by any Leasehold Mortgage then outstanding hereunder, second, to payment, on a proportionate basis, of any outstanding Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project and, third, the balance, if any shall be paid to the Board and the Corporation, as their respective interests may appear; and (ii) if such Person acquires title to a portion of the Premises only, and the Corporation determines that it can economically make beneficial use of the residue thereof for the lawful purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the Board and the Corporation, as their respective interests appear.

(c) It is understood that the foregoing provisions of this Section 18 shall not in any way restrict the right of the Board or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

SECTION 19. NON-MERGER OF LEASEHOLD. There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest in this Ground Lease or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. There shall be no merger of this Ground Lease with the Lease Agreement by reason of the fact that the Board is the owner of the fee title to the Premises and the leasehold estate in all or a portion of the Series 2025A Project created under the Lease Agreement or by reason of the fact that the Corporation is the owner of the leasehold estate in the Premises created hereby and is the owner of the fee title in the Series 2025A Project as provided in the Lease Agreement.

SECTION 20. MEMORANDUM OF GROUND LEASE. Unless mutually agreed to the contrary, simultaneously with the execution of this Ground Lease, the Board and the Corporation shall each execute, acknowledge and deliver a Memorandum of Ground Lease with respect to this Ground Lease. Said Memorandum of Ground Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Ground Lease.

SECTION 21. CHANGES TO PROPERTY DESCRIPTION. The Board reserves the right to substitute other land for, delete or add land to all or any portion of the Premises described in Exhibit A hereto, as same may be supplemented by supplements to this Series 2025A Ground Lease from time to time. Upon such substitution, deletion or addition, the Memorandum of Series 2025A Ground Lease will be supplemented to reflect the change in the legal description. Any such supplement shall be substantially in the form of Exhibit C attached hereto. Except in connection with any substitutions, deletions or additions relating to Permitted Encumbrances, the Designated Equipment portion of the Series 2025A Project or Servient Property that does not adversely impact the use of the Premises for its educational purposes, or otherwise permitted by this Series 2025A Ground

Lease or the Related Documents, each substitution, deletion or addition of a parcel of land subject to the provisions of this Series 2025A Ground Lease shall require the prior written consent of the **[**Credit Enhancer. Such consent of the Credit Enhancer shall only be required if the Credit Enhancer is not in default of its payment obligations under the municipal bond insurance policy.**]**

SECTION 22. OPTION TO RENEW. In the event that the Lease Agreement shall have been terminated, and the Corporation, or the Trustee as the assignee of the Corporation, excludes the Board from possession of the Series 2025A Project, the Board grants to the Corporation and the Trustee the right and option to renew this Ground Lease for a period not to exceed five years at a fair market rental to be determined, adjusted and paid in the manner and under the conditions set forth in Section 4(b) of this Ground Lease.

SECTION 23. ESTOPPEL CERTIFICATES. The Board, at any time and from time to time, upon not fewer than thirty (30) days prior written notice from the Corporation or the Trustee as assignee of the Corporation, will execute, acknowledge and deliver to the Corporation, the Trustee, as assignee of the Corporation, or any Permitted Transferee, a certificate of the Board certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full force and effect, if it is; and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by the Corporation or the Trustee as assignee of the Corporation or any Permitted Transferee.

SECTION 24. NONRECOURSE OBLIGATION OF THE CORPORATION. Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto hereby acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Assignment of Lease Agreement and Assignment of Ground Lease Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor their successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

SECTION 25. NO RECOURSE UNDER AGREEMENT. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of rent pursuant to Section 4 hereof or for any claim based thereon under this Ground Lease Agreement against any member, officer, employee or agent of the parties hereto.

SECTION 26. RADON GAS. Section 404.056, Florida Statutes, requires that the following notification be given: "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 public health unit."

SECTION 27. MISCELLANEOUS. (a) This Ground Lease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Board:
The School Board of Manatee County, Florida
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business Services

If to the Corporation:
Manatee School Board Leasing Corporation
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business and Finance

If to the Trustee:
U.S. Bank Trust Company, National Association
225 Water Street, Suite 700
Jacksonville, FL 32202
Attention: Corporate Trust Department

If to the Insurer:
[INSURER**]**
_____
_____
_____
Re: Policy No. _____

or such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

In each case in which notice or other communication refers to an Event of Default or Event of Non-Appropriation, then a copy of such notice or other communication shall also be sent to the attention of Deputy General Counsel – Public Finance and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) It is mutually acknowledged and agreed by the parties hereto that this Ground Lease contains the entire agreement between the Board and the Corporation with respect to the subject matter of this Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than as landlord and tenant.

(e) The table of contents, headings and captions of this Ground Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Ground Lease.

(f) For purposes of computing any period of a number of days hereunder for notices or performance (but not for actual days of interest) of ten (10) days or fewer, Saturdays, Sundays and holidays shall be excluded.

(g) Any provision of this instrument in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this instrument. In no event shall the Corporation or its assigns have any causes of action against the officers or employees of the Board, or against any elected official of the Board based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(h) Nothing in this Ground Lease, expressed or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Ground Lease or any covenants, conditions or stipulations hereof; and all covenants, stipulations, promises and agreements in this Ground Lease contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Credit Enhancer and the Board. **[**INSURER SHORT NAME**]** shall be deemed to be a third party beneficiary of this Ground Lease.

(i) This Ground Lease Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

(j) This Ground Lease may not be amended or modified without the prior written consent of the Credit Enhancer. Except as provided in the preceding sentence, any

action taken hereunder which requires or permits the consent, notice, direction or request of the Lessor or the Trustee, shall also require or permit the consent, notice, direction or request of the Credit Enhancer, which consent, direction or request shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Board and the Corporation have caused this Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessor

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Superintendent/Secretary

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessee

(SEAL)

By: _____
President

ATTEST:

By: _____
Secretary/Treasurer

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

PREMISES DESCRIPTION

1. Artisan Lakes Elementary School. [TO COME]

2. Rye Ranch Elementary School. [TO COME]

EXHIBIT B

DESCRIPTION OF SERVIENT PROPERTY

1. Artisan Lakes Elementary School.

2. Rye Ranch Elementary School.

EXHIBIT C

[FIRST, SECOND, THIRD, ETC.]
GROUND LEASE SUPPLEMENT

This [First, Second, Third, etc.] Ground Lease Supplement ("Subject Supplement") is made and entered into as of _____ by **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA** (the "Board") acting as the governing body of the School District of Manatee County, Florida (the "District") and **MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION,** a single-purpose Florida not-for-profit corporation (the "Corporation"). All capitalized terms used herein and not otherwise defined shall have the meaning set forth therefor in the "Ground Lease" as hereinafter set forth.

W I T N E S S E T H:

WHEREAS, the Board and the Corporation entered into a certain Ground Lease Agreement (the "Ground Lease") a memorandum of which was recorded in Official Records Book ____ at Page ____ of the Public Records of Manatee County, Florida; and

WHEREAS, the Board owns that certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Subject Parcel"); and

WHEREAS, the Subject Parcel is a portion of the Series 2025A Project and, as such, is to be subject to the Ground Lease as contemplated thereby; and

NOW, THEREFORE, in consideration of the premises and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto by the other party hereto, the parties hereto do hereby acknowledge and agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. The Subject Parcel is hereby declared to be a part of the Premises (as defined in the Ground Lease) which constitutes a portion of the Project and, therefore, is a part of the Premises as set forth in the Ground Lease with the leasehold estate, operation and effect of the Ground Lease applying to the Subject Parcel as fully and to the same extent as if the Subject Parcel were described in the Ground Lease and therein set forth to be a part of the Premises.

3. The Ground Lease, as modified by previous Ground Lease Supplements and as modified hereby remains in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Subject Supplement to be executed by their duly authorized officers or agents, all as of the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

ATTEST:

_____ By: _____

Its: Its:

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION

ATTEST:

_____ By: _____

Title: Title:

(SEAL)

SIMULTANEOUS ASSIGNMENT

All of the rights of Manatee School Board Leasing Corporation hereunder are hereby assigned without recourse or warranty to U.S. Bank Trust Company, National Association, as Trustee, as successor in interest to and assignee of Manatee School Board Leasing Corporation under the Assignment.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
Title:

Dated: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ and _____, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT B

FORM OF LEASE SCHEDULE NO. 2025A

LEASE SCHEDULE NO. 2025A
to the
Master Lease-Purchase Agreement,
dated as of June 1, 1996,
between
Manatee School Board Leasing Corporation (the "Corporation")
and
The School Board of Manatee County, Florida (the "Board")

THIS LEASE SCHEDULE NO. 2025A (the "Lease Schedule") is hereby entered into, under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2025A Project as herein described. All capitalized terms not otherwise defined herein shall have the respective meanings therefor set forth in the (i) Lease Agreement or (ii) Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the Board and the Trustee, as amended and supplemented by the Series 2025A Supplemental Trust Agreement (the "Series 2025A Supplemental Trust Agreement"), dated as of **[**MONTH**]** 1, 2025, among the Corporation, the Board and the Trustee (collectively, the "Trust Agreement"). Reference to "Lease Agreement" herein shall include the terms of this Lease Schedule.

1. Series 2025A Project. The leased property, which is described in Section 6 of this Lease Schedule (the "Series 2025A Project"), and has a Maximum Cost of $**[**PROJECT ACCOUNT DEPOSIT**]** (plus any investment earnings), shall be acquired, constructed and installed, and lease-purchased, by the Board from the Corporation pursuant to the terms of the Lease Agreement.

2. Commencement Date; Lease Term; Other Definitions. For purposes of this Lease Schedule and the Lease Agreement:

(a) The Commencement Date for the Series 2025A Project is **[**DATED DATE**]**, 2025.

(b) The Initial Lease Termination Date of the lease of the Series 2025A Project shall be June 30, 2025. The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on June 30, 20__.

(c) The Estimated Completion Date of the Series 2025A Project is **[**MONTH**]** 1, 2028.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2025A Certificates").

(b) The Credit Enhancer for the **[**Insured**]** Series 2025A Certificates shall be **[**INSURER**]**, a _____, or any successor thereto or assignee thereof ("**[**INSURER SHORT NAME**]**"). **[**The Series 2025A Certificates maturing on July 1 in the years 20__ and 20__ shall not be subject to credit enhancement.**]**

(c) The Reserve Requirement for the Series 2025A Subaccount established in the Reserve Account under the Trust Agreement shall be zero ($0.00).

(d) The Optional Prepayment Date for the Series 2025A Certificates maturing on and after July 1, 20__ shall be July 1, 20__ and any date thereafter.

(e) No Prepayment Amount is designated for purposes of 6.03(g) of the Master Trust Agreement.

(f) The Closure Date of the Series 2025A Subaccount of the Project Account established for the Series 2025A Certificates, for purposes of Section 6.03(g) of the Master Trust Agreement, shall be **[**MONTH**]** 1, 20__.

4. Basic Rent and Basic Rent Payment Dates. The Basic Rent payable by the Board to the Corporation with respect to the Series 2025A Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Series 2025A Certificates shall be December 15 and June 15 of each year, commencing **[**June 15, 2025**]**.

5. Use of Certificate Proceeds. The proceeds of the Series 2025A Certificates (net of Underwriters' discount of $_____ and the Municipal Bond Insurance Policy premium of $_____) shall be disbursed as follows:

Deposit to Series 2025A Subaccount of Project Account established for the Series 2025A Certificates ..... $[PROJECT ACCOUNT DEPOSIT]

Deposit to Series 2025A Subaccount of Costs of Issuance Account established for the Series 2025A Certificates ..... $[COI ACCOUNT DEPOSIT]*

* $[INSURANCE PREMIUM] of which shall be wired directly to [INSURER] at closing.

6. The Series 2025A Project. The Project Description, Project Budget and Project Schedule for the Series 2025A Project are attached hereto as Schedule B.

7. Designated Equipment. The Designated Equipment for the Series 2025A Project is attached hereto as part of Schedule B.

8. The Land. A description of the Land, including any Ground Leases, is attached as Schedule C attached hereto.

9. Title Insurance. For purposes of Section 6.03(c) of the Trust Agreement, the amount of title insurance applicable to each Series 2025A Project site shall be $1,000,000.

10. Insurance. In lieu of the provisions contained in Sections 5.05 and 5.06 of the Lease Agreement and unless otherwise waived by [INSURER SHORT NAME], with respect to the Series 2025A Certificates and to the Series 2025A Project, the following provisions shall apply:

(a) The Board shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Projects by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board. In the event the Board determines that such insurance is unavailable at commercially reasonable rates, such insurance may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of Section 5.07 of the Master Trust Agreement and is in at least the minimum amount necessary to comply for federal disaster relief programs. The Net Proceeds of such insurance shall be applied as provided in Section 5.08 of the Master Trust Agreement, as modified by Section 14 hereof.

(b) Flood insurance shall be maintained by the Board for any property included in a Project which is located in a federally designated flood plain, in such

amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such flood insurance may be maintained in whole or in part in the form of self-insurance by the Board as long as the aggregate amount of the flood insurance is in at least such minimum amount as shall qualify for federal disaster relief programs.

11. Other Documents. The documents required by Section 3.01(c) of the Lease Agreement to be submitted with this Lease Schedule are attached hereto as Schedule D.

12. Assignment of Lease Agreement and Assignment of Ground Lease. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Lease Schedule and, with certain exceptions, the Lease Agreement have been assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as supplemented and amended pursuant to the Fourteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Corporation and the Trustee and that all of its right, title and interest in the Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Board and the Corporation, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2025.

13. Other Permitted Encumbrances. Those encumbrances set forth in the title policies delivered in connection with any Series 2025A Project component site.

14. Section 5.08(c) and (d) of Lease Agreement Not Applicable. Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2025A Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2025A Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2025A Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Basic Rent Payments coming due in the current and immediately following Fiscal Year under Lease Schedule No. 2025A, then such amounts shall be used first, to pay the Interest Component of the Series 2025A Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event the Net Proceeds are greater than the amount of the Basic Rent Payments coming due under Lease Schedule No. 2025A in the current and immediately following Fiscal Year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2025A or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2025A Subaccount of the Interest Account, or Series 2025A Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2025A Project.

15. Special Terms and Conditions for Lease Schedule No. 2025A.

(a) Representations.

(1) The Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2025A Project.

(2) The Board hereby confirms its representations, covenants and warranties set forth in the Lease Agreement. The Corporation hereby confirms its representations, covenants and warranties set forth in the Lease Agreement.

(3) The Board and the Corporation hereby represent that the Lease Agreement is in effect and that to their knowledge there are no defaults on the date of execution of this Lease Schedule No. 2025A under the Lease Agreement, the Ground Lease or the Trust Agreement.

16. Notices. Copies of all notices required to be given to a Credit Enhancer pursuant to the Lease Agreement shall be given to **[**INSURER SHORT NAME**]** at the following address:

[INSURER**]**
_____
_____
_____
Re: Policy No. _____
Telephone: _____
Telecopier: _____

17. Special Terms and Conditions Required by **[**INSURER SHORT NAME**]**. For purposes of this Lease Schedule, the following provisions shall apply so long as the **[**Insured**]** Series 2025A Certificates remain Outstanding or any amounts are payable to **[**INSURER SHORT NAME**]**:

[TO COME**]**

IN **WITNESS WHEREOF,** each of the parties hereto have caused this Lease Schedule No. 2025A to be executed by their proper corporate officers, all as of the 1st day of **[**MONTH**]** 2025.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary/Treasurer

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

(SEAL)

Attest: _____
Superintendent

SCHEDULE A

TOTAL BASIC RENT SCHEDULE

(Rent due on June 15 and December 15 next preceding each Certificate Payment Date)

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

BASIC RENT SCHEDULE BY GROUP

Artisan Lakes Elementary School

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

Rye Ranch Elementary School

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

SCHEDULE B

SERIES 2025A PROJECT DESCRIPTION, SERIES 2025A PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

ESTIMATED PROJECT BUDGET

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

ESTIMATED DRAWDOWN SCHEDULE

Month	Year	Artisan Lakes Elementary School	Rye Ranch Elementary School	Total

DESIGNATED EQUIPMENT

[The _____ component of the Series 2025A Project and all equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION" above.**]**

EXHIBIT A TO SCHEDULE B

EDUCATIONAL PLANT SURVEY EXCERPTS RELATED TO THE PROJECT COMPONENTS

[Not Applicable]

SCHEDULE C

DESCRIPTION OF THE LAND

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

SCHEDULE D

DOCUMENTS REQUIRED BY SECTION 3.01(C)
OF THE LEASE AGREEMENT

1. Resolution of the School Board. See Tab ___.

2. Certificate of the School Board. See Tab ___.

3. Ground Lease Agreement. See Tab ___.

4. Series 2025A Supplemental Trust Agreement. See Tab ___.

5. Memorandum of Lease with respect to the Series 2025A Project. See Tab ___.

6. Memorandum of Ground Lease with respect to the Series 2025A Project. See Tab ___.

EXHIBIT C

FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

by and among

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessee

Dated as of [MONTH] 1, 2025

Relating to
Certificates of Participation
(The School Board of Manatee County, Florida
Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of Owners
thereof in Basic Rent Payments to be made under a Master Lease-Purchase
Agreement by The School Board of Manatee County, Florida

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SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

THIS SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT, dated as of **[**MONTH**]** 1, 2025 (the "Series 2025A Supplemental Trust Agreement"), amending and supplementing the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Trust Agreement," and together with the Series 2025A Supplemental Trust Agreement, the "Trust Agreement"), by and among **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement, as successor trustee (the "Trustee"), the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit educational corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), and **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** acting as the governing body of the School District of Manatee County, Florida (the "Board").

W I T N E S E T H:

WHEREAS, the Board has heretofore deemed it in its best interests to lease-purchase certain real and/or personal property from time to time and has heretofore entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Lease Agreement"), between the Corporation, as lessor, and the Board, as lessee; and

WHEREAS, pursuant to the Lease Agreement, the Board may from time to time, by execution of a Lease Schedule to the Lease Agreement (each a "Lease Schedule"), direct the Corporation to acquire, construct and lease-purchase to the Board the items of property described in the applicable Lease Schedule (which items of property are collectively referred to herein as the "Projects"); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing each Project will be made by the issuance and sale from time to time of a Series (as defined in the Master Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the "Certificates"), which shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined in the Master Trust Agreement) to be made by the Board pursuant to the Lease Agreement and related Lease Schedule; and

WHEREAS, the Trustee has agreed to deliver a Series of Certificates pursuant to and upon receipt of a Request and Authorization (as defined in the Master Trust Agreement) from the Corporation and the terms of this Series 2025A Supplemental Trust Agreement; and

WHEREAS, the Corporation has assigned by absolute outright assignment to the Trustee all of its right, title and interest in and to the Lease Agreement and the Lease

Payments (as defined in the Master Trust Agreement), other than its rights of indemnification, its obligations pursuant to Section 6.03 of the Lease Agreement and its right to enter into Lease Schedules from time to time, pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented (the "Assignment of Lease Agreement"), between the Corporation and the Trustee; and

WHEREAS, each Series of Certificates (other than Completion Certificates and partial Refunding Certificates) shall be secured independently from each other Series of Certificates; and

WHEREAS, simultaneously herewith, the Board and the Corporation shall enter into Lease Schedule No. 2025A, dated as of the date hereof, for the lease-purchase of various educational facilities more particularly described in said Lease Schedule No. 2025A; and

WHEREAS, the Trustee has received a Request and Authorization from the Corporation relating to the issuance of $**[**PAR AMOUNT**]** aggregate principal amount of "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2025A Certificates"); and

WHEREAS, the Series 2025A Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2025A Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2025A Certificates, when authenticated by the Trustee and issued as provided herein and in the Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2025A Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2025A Certificates subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I
DEFINITIONS

SECTION 101. DEFINITIONS. Capitalized words and terms which are defined in the Trust Agreement shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the capitalized words and terms elsewhere defined in this Series 2025A Supplemental Trust Agreement, the following capitalized words and terms as used in this Series 2025A Supplemental Trust Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"[INSURER SHORT NAME]" or **"Insurer"** or **"Credit Enhancer"** means **[**INSURER**]**, a _____, as the issuer of the Municipal Bond Insurance Policy, or any successor thereto or assignee thereof.

"Assignment of Ground Lease" means the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2025, from the Corporation to the Trustee.

"Fourteenth Amendment to Assignment of Lease Agreement" means the Fourteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2025, from the Corporation to the Trustee.

"Ground Lease" means the Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Board and the Corporation**.**

"Insured Series 2025A Certificates" means the Series 2025A Certificates maturing on July 1 in the years 20__ through 20__, inclusive.

"Lease Schedule No. 2025A" means Lease Schedule No. 2025A relating to the Series 2025A Project, dated as of **[**MONTH**]** 1, 2025 which shall be part of the Lease Agreement.

"Municipal Bond Insurance Policy" or **"Policy"** means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the **[**Insured**]** Series 2025A Certificates when due. The Municipal Bond Insurance Policy shall be deemed to be a Credit Facility for purposes of the Trust Agreement.

"Payment Date" shall mean January 1 and July 1 of each year, commencing **[**July 1, 2025**]**.

"Permitted Investments" means:

1. (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment

of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  - Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
  - Senior Debt obligations

- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
  - Consolidated system-wide bonds and notes

- Federal Home Loan Banks (FHL Banks)
  - Consolidated debt obligations

- Federal National Mortgage Association (FNMA)
  - Senior debt obligations
  - Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

- Student Loan Marketing Association (SLMA)
  - Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)

- Financial Corporation (FICO)
  - Debt obligations

- Resolution Funding Corporation (REFCORP)

Debt obligations

4. Unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.

5. Deposits, the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least $5 million.

6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

7. Money market funds rated "AAm" or "AAm-G" by S&P, or better.

8. "State Obligations," which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long-term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's and acceptable to the Insurer, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor or for the Board (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase agreements shall be met; and

E. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Board or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "A" by S&P and "A" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Board and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation or, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Board or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Board, the Trustee and the Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Insurer;

E. the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "A" or "A," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Board, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Board or Trustee;

F. The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Board), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate, and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate.

12. Nonnegotiable Certificates of Deposit with a qualified public depository in accordance with Chapter 280, Florida Statutes.

13. Such other obligations as shall be permitted to be legal investments of the Board by the laws of the State.

14. Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

15. Other forms of investments approved in writing by a majority of the Owners of the Series 2025A Certificates.

For purposes of the foregoing, compliance with any minimum rating requirement shall be determined at the time the investment is made; and the Trustee shall have no duty to monitor rating levels of investments on an ongoing basis.

"Refunding Securities" means, except as otherwise provided herein with respect to the Series 2025A Certificates, the investments set forth in paragraphs 1 and 9 of the definition of Permitted Investments.

"Related Documents" means the Trust Agreement, the Lease Agreement, Lease Schedule No. 2025A, the Ground Lease, the Fourteenth Amendment to Assignment of Lease Agreement and the Assignment of Ground Lease, as all such documents are supplemented and amended.

"Reserve Requirement" means, with respect to the Series 2025A Certificates, zero dollars ($0.00).

"Series 2025A Account of the Prepayment Fund" means the account established in the Prepayment Fund established pursuant to Section 6.02 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Certificates" means the $**[**PAR AMOUNT**]** aggregate principal amount of Certificates of Participation authorized to be issued under Section 4.01 of the Master Trust Agreement and Section 201 hereof.

"Series 2025A Pledged Accounts" means the Series 2025A Subaccount of the Project Account, the Series 2025A Subaccount of the Costs of Issuance Account, the Series 2025A Subaccount of the Principal Account, the Series 2025A Subaccount of the Interest Account and the Series 2025A Account of the Prepayment Fund.

"Series 2025A Project" means the property and improvements described as the "Series 2025A Project" in Lease Schedule No. 2025A, as the same may be amended or modified from time to time.

"Series 2025A Subaccount of the Costs of Issuance Account" means the subaccount established in the Costs of Issuance Account pursuant to Sections 6.02 and 6.04 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Subaccount of the Interest Account" means the subaccount established in the Interest Account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Subaccount of the Principal Account" means the subaccount established in the principal account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Subaccount of the Project Account" means the subaccount established in the Project Account pursuant to Section 6.02 and 6.03 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Supplemental Trust Agreement" means this instrument, as may be amended and supplemented.

"Trustee" means U.S. Bank Trust Company, National Association and any successor thereto.

ARTICLE II
THE SERIES 2025A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2025A CERTIFICATES. (a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida." The aggregate principal amount of Series 2025A Certificates which may be issued is hereby expressly limited to $**[**PAR AMOUNT**]**; provided, however, Completion Certificates may be issued in the manner provided in Section 4.12 of the Master Trust Agreement. The Series 2025A Certificates shall be issued for the purposes of (a) financing (including through reimbursement) the acquisition, construction and installation of the Series 2025A Project to be leased to the Board, and (b) paying Costs of Issuance of the Series 2025A Certificates. The Series 2025A Certificates shall bear interest from their dated date and shall be issuable as fully registered Certificates without coupons in denominations of $5,000 and integral multiples thereof. The Series 2025A Certificates shall be lettered and numbered R-1 and upward.

(b) Except as otherwise provided in the Trust Agreement, the Series 2025A Certificates shall be dated as of their date of delivery. Interest on the Series 2025A Certificates shall be payable on each Payment Date, commencing **[**July 1, 2025**]**. The Series 2025A Certificates shall be payable in the manner provided in the Trust Agreement.

(c) The Series 2025A Certificates shall bear interest at the respective rates and shall mature on July 1 of each of the years in the respective principal amounts set opposite each year in the following schedule:

Maturity (July 1)	Principal Amount	Interest Rate

(d) **[**All of the Series 2025A Certificates shall be Serial Certificates.**]** The Series 2025A Certificates shall be substantially in the form set forth in Exhibit B to the Master Trust Agreement.

SECTION 202. ISSUANCE OF SERIES 2025A CERTIFICATES. The Series 2025A Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 4.02(a) of the Master Trust Agreement and the payment of the purchase price therefor.

SECTION 203. THE SERIES 2025A PROJECT. The Series 2025A Project shall be acquired, constructed and installed as provided in the Trust Agreement, the Lease Agreement and Lease Schedule No. 2025A.

SECTION 204. LETTER OF INSTRUCTIONS. Attached hereto as Schedule 1 is the Letter of Instructions relating to the Series 2025A Certificates as required by Section 6.12 of the Master Trust Agreement. The Trustee, the Corporation and the Board agree to abide by the applicable provisions of such Letter of Instructions in accordance with and to the extent of the terms of the Trust Agreement.

SECTION 205. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 201 hereof or Section 4.06 of the Master Trust Agreement, and pursuant to Section 4.11 of the Master Trust Agreement, the Series 2025A Certificates shall be initially issued in the form of a separate single certificated fully registered Series 2025A Certificate for each of the maturities of the Series 2025A Certificates. Except as described in this Section 205, upon initial issuance, the ownership of each such Series 2025A Certificate shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2025A Certificates shall be registered in the name of Cede & Co., all payments of principal and interest on the Series 2025A Certificates shall be made by the Trustee by check or draft or by wire transfer to Cede & Co., as Holder of the Series 2025A Certificates.

With respect to Series 2025A Certificates registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Board, the Corporation and the Trustee shall have no responsibility or obligation to any participant in the DTC book-entry program or to any indirect participant (collectively, a "Participant"). Without limiting the immediately preceding sentence, the Board, the Corporation and the Trustee shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Series 2025A Certificates, (B) the delivery to any Participant or any other Person other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2025A Certificates, including any notice of prepayment, or (C) the payment to any Participant or any other Person, other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest on the Series 2025A Certificates. The Board, the

Corporation and the Trustee shall treat and consider the Person in whose name each Series 2025A Certificate is registered in the registration books kept by the Trustee as the Holder and absolute owner of such Series 2025A Certificate for the purpose of payment of principal of, premium, if any, and interest with respect to such Series 2025A Certificate, for providing notices with respect to such Series 2025A Certificate, for the purpose of registering transfers with respect to such Series 2025A Certificate, for the purpose of providing notices of prepayment, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2025A Certificates only to or upon the order of the respective holders, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025A Certificates to the extent of the sum or sums so paid. No Person other than a holder, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2025A Certificate evidencing the obligation of the Board to make payments of principal of, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Board of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Trust Agreement with respect to transfers during certain time periods, the words "Cede & Co." herein shall refer to such new nominee of DTC; and upon receipt of such notice, the Board shall promptly deliver a copy of the same to the Trustee.

Upon (A) receipt by the Board of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2025A Certificates be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2025A Certificates or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Board, in its sole discretion upon compliance with applicable DTC policies and procedures, that such book-entry only system is burdensome to the Board, the Series 2025A Certificates shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names holders shall designate, in accordance with the provisions hereof. In such event, the Board shall issue and the Trustee shall authenticate, transfer and exchange Series 2025A Certificates of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the holders thereof in accordance with the provisions of the Trust Agreement. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations previously executed by the Board and delivered to DTC shall apply to the payment of principal of and interest on the Series 2025A Certificates.

ARTICLE III
APPLICATION OF SERIES 2025A CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2025A CERTIFICATE PROCEEDS. The proceeds of the Series 2025A Certificates (net of the underwriting discount of $_____ and the Municipal Bond Insurance Policy premium of $_____) shall be applied by the Trustee as follows:

(1) Deposit to the credit of the Series 2025A Subaccount of the Costs of Issuance Account an amount equal to the Costs of Issuance of the Series 2025A Certificates ($_____);

(2) Deposit to the credit of the Series 2025A Subaccount of the Project Account the balance of the proceeds from the sale of the Series 2025A Certificates ($_____).

All moneys on deposit in the Subaccounts described in this Section 301 shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement.

ARTICLE IV
ESTABLISHMENT OF SERIES 2025A PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2025A PLEDGED ACCOUNTS. In accordance with Section 6.02(b) of the Master Trust Agreement, there is hereby established with the Trustee, solely for the benefit of the Owners of the Series 2025A Certificates, the following accounts and subaccounts:

(a) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Project Account."

(b) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Costs of Issuance Account."

(c) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Interest Account."

(d) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Principal Account."

(e) The "School Board of Manatee County, Florida Master Lease Series 2025A Account of the Prepayment Fund."

The moneys on deposit in the Accounts and Subaccounts described in this Section shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. The moneys in the Series 2025A Pledged Accounts shall be invested solely in Permitted Investments.

SECTION 402. SECURITY FOR SERIES 2025A CERTIFICATES. The Series 2025A Certificates shall be secured in the manner provided in the Trust Agreement and shall receive all the benefits of the Trust Estate created thereunder; provided, such portion of the Trust Estate which is derived from the sale, re-letting or other disposition of the Series 2025A Project and, subject only to the provisions of the Trust Agreement permitting the application thereof for the other purposes set forth therein, any cash, securities and investments in the Series 2025A Pledged Accounts shall be utilized solely for the benefit of the Owners of the Series 2025A Certificates. The Owners of the Series 2025A Certificates shall have no claim against, nor receive any benefits from, any portion of the Trust Estate derived from the sale, re-letting or other disposition of Projects, other than the Series 2025A Project, or any cash, securities and investments in the Pledged Accounts, other than the Series 2025A Pledged Accounts in the manner and to the extent provided in the Trust Agreement.

SECTION 403. CREDIT ENHANCEMENT. The **[**Insured**]** Series 2025A Certificates shall be further secured by the Municipal Bond Insurance Policy issued by **[**INSURER SHORT NAME**]**, which shall be the Credit Enhancer and Insurer for the Series

2025A Certificates. **[**INSURER SHORT NAME**]** shall have all the rights provided for such Credit Enhancer under the terms of the Trust Agreement and under the terms hereof and the Related Documents.

SECTION 404. AMENDMENT OF MASTER TRUST AGREEMENT. Pursuant to the authority set forth in Section 11.01(i) of the Master Trust Agreement, the provisions of Sections 6.03(d)(i) and (ii) shall not apply to the Series 2025A Certificates in connection with any disbursement from the Series 2025A Subaccount of the Project Account.

ARTICLE V
PREPAYMENT OF SERIES 2025A CERTIFICATES

SECTION 501. PREPAYMENT OF SERIES 2025A CERTIFICATES. (a) The Series 2025A Certificates are subject to prepayment only as provided in this Section. The Series 2025A Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) The Series 2025A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2025A Certificates maturing on and after July 1, 20__ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Lease Agreement, in whole or in part on July 1, 20__ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2025A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) Notwithstanding the provisions of Section 5.04(a) of the Master Trust Agreement, notice of any prepayment of Series 2025A Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full Prepayment Price of the Series 2025A Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities to pay the full Prepayment Price of the Series 2025A Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the Series 2025A Certificates shall be called for prepayment upon the notice and in the manner provided in Article V of the Master Trust Agreement.

ARTICLE VI
PROVISIONS RELATING TO SERIES 2025A CERTIFICATES

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD. The following provisions relating to the **[**Insured**]** Series 2025A Certificates shall apply so long as **[**INSURER SHORT NAME**]**'s Municipal Bond Insurance Policy is in full force and effect or any amounts are payable to **[**INSURER SHORT NAME**]**:

[TO COME**]**

ARTICLE VII
MISCELLANEOUS

SECTION 701. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED. Except as expressly modified or amended hereby, the Master Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Master Trust Agreement and this Series 2025A Supplemental Trust Agreement, the terms hereof shall control.

SECTION 702. THIRD PARTY BENEFICIARIES. Nothing in this Series 2025A Supplemental Trust Agreement, express or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Series 2025A Supplemental Trust Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Series 2025A Supplemental Trust Agreement contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board. **[**INSURER SHORT NAME**]`** shall be deemed a third party beneficiary of the Trust Agreement and this Series 2025A Supplemental Trust Agreement.

SECTION 703. CONFIRMATION OF SECURITY TRANSACTIONS. The Board and Corporation acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Board or Corporation the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Board and Corporation specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Board and Corporation periodic cash transaction statements that include detail for all investment transactions made by the Trustee under the Trust Agreement.

SECTION 704. PATRIOT ACT OF REQUIREMENTS OF TRUSTEE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 705. COUNTERPARTS. This Series 2025A Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 706. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2025A Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 707. LAWS. This Series 2025A Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Series 2025A Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

(SEAL)

By: _____
President

ATTEST:

_____
Secretary/Treasurer

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessee

(SEAL)

By: _____
Chairman

ATTEST:

_____
Superintendent/Secretary

SCHEDULE 1

LETTER OF INSTRUCTIONS

The School Board of Manatee County, Florida
Bradenton, Florida

U.S. Bank Trust Company, National Association
Jacksonville, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re: $[PAR AMOUNT] Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

This letter of instructions is intended to set forth certain duties and requirements regarding the payment of rebatable arbitrage to the United States Treasury in compliance with Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent necessary to preserve the tax-exempt treatment of interest on the above-referenced Certificates of Participation (the "Series 2025A Certificates"). The instructions contained in this letter are based upon said Section 148(f) of the Code and, by analogy, to the Regulations. However, it is not intended to be exhaustive.

The Series 2025A Certificates have been issued pursuant to a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, including, in particular, as amended and supplemented by the Series 2025A Supplemental Trust Agreement, dated as of [MONTH] 1, 2025 (collectively, the "Trust Agreement"), among U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation, as lessor (the "Corporation"), and The School Board of Manatee County, Florida, a school board of the State of Florida, as lessee (the "Board"). The Series 2025A Certificates represent undivided proportionate interests of Owners of the Series 2025A Certificates in the Basic Rent Payments to be made under a Master Lease-Purchase Agreement, dated as of

June 1, 1996, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2025A, dated as of **[**MONTH**]** 1, 2025 (collectively, the "Lease Agreement"), between the Corporation and the Board. Pursuant to an Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented by the Fourteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Corporation and the Trustee, the Corporation has assigned all of its rights, title and interest in and to the Lease Agreement (other than certain rights and obligations specifically excepted therein), including, without limitation, the right to receive the Basic Rent Payments, when due, to the Trustee for the benefit of the Owners of the Series 2025A Certificates.

Since the requirements of said Section 148(f) are subject to amplification and clarification, it may be necessary to supplement or modify the instructions contained in this letter from time to time to reflect any additional or different requirements of said Section and the Regulations or to specify that actions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exemption from federal income tax of the interest on the Series 2025A Certificates.

For purposes of this letter, any instructions relating to a fund, account or subaccount established under the Trust Agreement shall be deemed to apply only to that portion of such fund, account or subaccount allocable to the Series 2025A Certificates.

1. Tax Covenants. Pursuant to the Trust Agreement, the Corporation and the Board have made certain covenants designed to assure that the Interest Component of the Basic Rent Payments is and shall remain excludable from gross income for purposes of federal income taxation. In order to preserve this exemption neither the Corporation nor the Board should, directly or indirectly, use or permit the use of any proceeds of the Series 2025A Certificates or the Lease Payments or any other funds or take or omit to take any action that would cause the Series 2025A Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code or that would cause the Interest Component of the Basic Rent Payments to be subject to be included in gross income for federal income tax purposes under the provisions of the Code. The Board must comply with all other requirements as shall be determined by Special Counsel to be necessary or appropriate to assure that the Interest Component of the Basic Rent Payments will be excludable from gross income for purposes of federal income taxation. To that end, the Corporation and the Board shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2025A Certificates.

2. Definitions. Capitalized terms used in this letter, but not otherwise defined herein, shall have the same meanings set forth in Exhibit A to the Trust Agreement and in the Board's Certificate as to Arbitrage and Certain Other Tax Matters relating to the Series 2025A Certificates.

"Certificate Year" means any one-year period (or shorter period from the Issue Date) ending on the close of business on the day preceding the anniversary of the Issue Date; provided, however, that the Board may select any other day as the end of a Certificate Year if such selection is made prior to the earlier of the final maturity date of the Series 2025A Certificates or the fifth anniversary of the Issue Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date selected by the Board as a computation date pursuant to Section 1.148-3(e) of the Regulations and the Final Computation Date.

"Fair Market Value" means, when applied to a Nonpurpose Investment, the Fair Market Value of such Investment as determined in accordance with Section 4 hereof.

"Final Computation Date" means the date the Series 2025A Certificates are discharged.

"Gross Proceeds" means, with respect to the Series 2025A Certificates:

(1) Amounts constituting Sale Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(2) Amounts constituting Investment Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(3) Amounts constituting Transferred Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(4) Other amounts constituting Replacement Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(5) Amounts that constitute Pledged Moneys (as defined below) and that are derived directly or indirectly from the Board (or a governmental unit of which the Board is a part) or any other person who substantially benefits from the issuance of the Series 2025A Certificates.

"Investment Proceeds" means any amounts actually or constructively received from investing proceeds of the Series 2025A Certificates.

"Investment Property" shall have the meaning as ascribed to such term in Section 148(b)(2) of the Code, which includes any security, obligation or other property held principally as a passive vehicle for the production of income, within the meaning of Section 1.148-1(e) of the Regulations.

"Issue Date" means **[**CLOSING DATE**]**, 2025.

"Net Proceeds" means Sale Proceeds, less the portion of such Proceeds invested in a reasonably required reserve or replacement fund under the Code.

"Nonpurpose Investment" means any Investment Property in which Gross Proceeds are invested which is not an investment that is acquired to carry out the governmental purpose of the Series 2025A Certificates, e.g., obligations acquired with Gross Proceeds that are invested temporarily until needed for the governmental purpose of the Series 2025A Certificates, that are used to discharge a prior issue, or that are invested in a reasonably required reserve or replacement fund, as referenced in Section 1.148(b) of the Regulations.

"Nonpurpose Payments" shall include the payments with respect to Nonpurpose Investments specified in Section 1.148-3(d)(1)(i)-(v) of the Regulations.

"Nonpurpose Receipts" shall include the receipts with respect to Nonpurpose Investments specified in Section 1.148-3(d)(2)(i)-(iii) of the Regulations.

"Pledged Moneys" means moneys that are reasonably expected to be used directly or indirectly to pay debt service on the Series 2025A Certificates (or to reimburse a municipal bond insurer) or as to which there is a reasonable assurance that such moneys or the earnings thereon will be available directly or indirectly to pay debt service on the Series 2025A Certificates (or to reimburse a municipal bond insurer) if the Board encounters financial difficulties.

"Pre-Issuance Accrued Interest" means amounts representing interest that has accrued on an obligation for a period of not greater than one year before its issue date but only if those amounts are paid within one year after the Issue Date.

"Proceeds" means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Certificates.

"Qualified Administrative Costs" means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage and selling commissions that are comparable to those charged nongovernmental entities in transactions not involving tax-exempt bond proceeds, but not legal and accounting fees, recordkeeping, custody or similar costs. In addition, with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow, such costs will be considered reasonable if (1) the amount of the fee the Board treats as a Qualified Administrative Cost does not exceed the lesser of (a) $_____ (for calendar year 2025), and (b) 0.2% of the "computational base," or, if more, $5,000; and (2) the Board does not treat as Qualified Administrative Costs more than $_____ (for calendar year 2025) in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with Gross Proceeds of the issue. For purposes of this definition only, "computational base" shall mean with respect

to guaranteed investment contracts, the amount of Gross Proceeds the Board reasonably expects, as of the date the contract is acquired, to be deposited in the guaranteed investment contract over the term of the contract and for investments other than guaranteed investment contract, "computational base" shall mean the amount of Gross proceeds initially invested in such investments. The above- described safe harbor dollar amounts shall be increased each calendar year for cost-of-living adjustments pursuant to Section 1.148-5(e) of the Regulations.

"Rebatable Arbitrage" means, as of any Computation Date, the excess of the future value of all Nonpurpose Receipts over the future value of all Nonpurpose Payments.

"Rebate Fund" means the Rebate Fund established pursuant to the Trust Agreement and described in Section 3 hereof.

"Regulations" means Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1 and (d)-1, and 1.150-0 through 1.150-2, as amended, and any regulations amendatory, supplementary or additional thereto.

"Replacement Proceeds" means amounts that have a sufficiently direct nexus to the Series 2025A Certificates or to the governmental purpose of the Series 2025A Certificates to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Series 2025A Certificates were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date. The mere availability or preliminary earmarking of amounts for a governmental purpose, however, does not in itself establish a sufficient nexus to cause those amounts to be Replacement Proceeds. Replacement Proceeds include, but are not limited to, amounts held in a sinking fund or a pledged fund. For these purposes, an amount is pledged to pay principal of or interest on the Series 2025A Certificates if there is reasonable assurance that the amount will be available for such purposes in the event that the issuer encounters financial difficulties.

"Sale Proceeds" means any amounts actually or constructively received by the Board from the sale of the Series 2025A Certificates, including amounts used to pay underwriters' discount or compensation and interest other than Pre-Issuance Accrued Interest. Sale Proceeds shall also include, but are not limited to, amounts derived from the sale of a right that is associated with a Series 2025A Certificate and that is described in Section 1.148-4(b)(4) of the Regulations.

"Special Counsel" means Nabors, Giblin & Nickerson, P.A., Tampa, Florida or such other firm of nationally recognized bond counsel as may be selected by the Board.

"Tax-Exempt Investment" means (i) an obligation the interest on which is excluded from gross income pursuant to Section 103 of the Code, (ii) United States Treasury-State and Local Government Series, Demand Deposit Securities, and (iii) stock

in a tax-exempt mutual fund as described in Section 1.150-1(b) of the Regulations. Tax-Exempt Investment shall not include a specified private activity bond as defined in Section 57(a)(5)(C) of the Code. For purposes of these Rebate Instructions, a tax-exempt mutual fund includes any regulated investment company within the meaning of Section 851(a) of the Code meeting the requirements of Section 852(a) of the Code for the applicable taxable year; having only one class of stock authorized and outstanding; investing all of its assets in tax-exempt obligations to the extent practicable; and having at least 98 percent of (1) its gross income derived from interest on, or gain from the sale of or other disposition of, tax-exempt obligations or (2) the weighted average value of its assets represented by investments in tax-exempt obligations.

"Transferred Proceeds" shall have the meaning provided therefor in Section 1.148-9 of the Regulations.

"Universal Cap" means the value of all then outstanding Series 2025A Certificates.

"Value" (of a Series 2025A Certificate) means with respect to a Series 2025A Certificate issued with not more than two percent original issue discount or original issue premium, the outstanding principal amount, plus accrued unpaid interest; for any other Series 2025A Certificate, its present value.

"Value" (of an Investment) shall have the following meaning in the following circumstances:

(1) General Rules. Subject to the special rules in the following paragraph, an issuer may determine the value of an investment on a date using one of the following valuation methods consistently applied for all purposes relating to arbitrage and rebate with respect to that investment on that date:

(a) an investment with not more than two percent original issue discount or original issue premium may be valued at its outstanding stated principal amount, plus accrued unpaid interest on such date;

(b) a fixed rate investment may be valued at its present value on such date; and

(c) an investment may be valued at its Fair Market Value on such date.

(2) Special Rules. Yield restricted investments are to be valued at present value provided that (except for purposes of allocating Transferred Proceeds to an issue, for purposes of the Universal Cap and for investments in a commingled fund other than a bona fide debt service fund unless it is a certain commingled fund):

(a) an investment must be valued at its Fair Market Value when it is first allocated to an issue, when it is disposed of and when it is deemed acquired or deemed disposed of, and provided further that;

(b) in the case of Transferred Proceeds, the Value of a Nonpurpose Investment that is allocated to Transferred Proceeds of a refunding issue on a transfer date may not exceed the Value of that investment on the transfer date used for purposes of applying the arbitrage restrictions to the refunded issue.

"Yield" means, generally, the discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest on an obligation and all the payments for qualified guarantees paid and to be paid with respect to such obligation, produces an amount equal to the present value of the issue price of such obligation. Present value is computed as of the date of issue of the obligation. There are, however, many additional specific rules contained in the Regulations which apply to the calculation and recalculation of yield for particular obligations and such rules should be consulted prior to calculating the yield for the Series 2025A Certificates on any Computation Date. Yield shall be calculated on a 360-day year basis with interest compounded semi-annually. For this purpose, the purchase price of a Nonpurpose Investment or Tax-Exempt Investment is its Fair Market Value, as determined pursuant to Section 4 of this letter, as of the date that it becomes allocated to Gross Proceeds of the Series 2025A Certificates.

3. Payment of Rebatable Arbitrage. (a) In order to maintain the exemption from federal income tax of the Interest Component of the Basic Rent Payments, the Trustee, upon the written direction of the Board in accordance with Section 6.12 of the Trust Agreement, shall pay the Rebatable Arbitrage to the United States Government at the times and in the amounts determined herein from amounts on deposit in the Rebate Fund. For purposes of determining the Rebatable Arbitrage, the Board should cause the calculations to be made by competent tax counsel or other financial or accounting advisors or persons to ensure correct application of the rules contained in the Code and the Regulations relating to arbitrage rebate and, if the Board fails to retain such advisors for such purpose, the Trustee should retain such advisors for such purpose, but only at the expense of the Board.

(b) Within 30 days after any Computation Date, the Board must calculate or cause to be calculated the Rebatable Arbitrage or any penalty due pursuant to Section 3(d) below. The Board agrees to pay the Trustee the amount of the Rebatable Arbitrage for deposit to the Rebate Fund before the same must be remitted by the Trustee. Upon receipt of such Rebatable Arbitrage from the Board, but in no event later than 60 days following the Computation Date, the Trustee must remit (but only from amounts received from the Board) an amount which when added to the future value of previous rebate payments is not less than 90 percent (100 percent with respect to the Computation Date on the final repayment or retirement of the Series 2025A Certificates plus the income, if any, from the

investment of the Rebatable Arbitrage due to the United States Government after the final Computation Date) of the Rebatable Arbitrage.

Each payment must be accompanied by Internal Revenue Service Form 8038-T.

(c) The obligation to pay Rebatable Arbitrage to the United States, as described in this letter, shall be treated as satisfied with respect to the Series 2025A Certificates if (i) Gross Proceeds are expended for the governmental purpose of the Series 2025A Certificates by no later than the date which is six months after the Issue Date and if it is not anticipated that any other Gross Proceeds will arise during the remainder of the term of the Series 2025A Certificates and (ii) the requirement to pay Rebatable Arbitrage, if any, to the United States with respect to the portion of the Reserve Account allocable to the Series 2025A Certificates, if any, is met. For purposes described above, Gross Proceeds do not include (i) amounts deposited in a bona fide debt service fund, so long as the funds therein constitute bona fide debt service funds, or a reasonably required reserve or replacement fund (as defined in Section 1.148-1 of the Regulations and meeting the requirements of Section 1.148-2(f) of the Regulations), (ii) amounts that, as of the Issue Date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the date which is six months after the Issue Date, (iii) amounts representing Sale or Investment Proceeds derived from any Purpose Investment (as defined in Section 1.148-1 of the Regulations) and earnings on those payments, and (iv) amounts representing any repayments of grants (as defined in Section 1.148-6(d)(4) of the Regulations). If Gross Proceeds are in fact expended by such date, then, except as to amounts, if any, on deposit in the Reserve Account, Rebatable Arbitrage with respect to such Gross Proceeds need not be calculated and no payment thereof to the United States Department of Treasury need be made. Use of Gross Proceeds to redeem Series 2025A Certificates shall not be treated as an expenditure of such Gross Proceeds.

Notwithstanding the foregoing, if Gross Proceeds which were reasonably expected to be Gross Proceeds on the Issue Date actually become available after the date which is six months after the Issue Date, as determined by the Board, then the requirements described herein relating to the calculation of Rebatable Arbitrage and the payment thereof to the United States must be satisfied, except that no such calculation or payment need be made with respect to the initial six-month period. Any other amounts not described in this Section which constitute Gross Proceeds, other than a bona fide debt service fund, will be subject to rebate.

(d) As an alternative to Section 3(c) above, the obligation of the Board to pay Rebatable Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the New Money Issue if the Gross Proceeds are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 15% of such Gross Proceeds of the New Money Issue are spent within the six-month period beginning on the Issue Date;

(ii) at least 60% of such Gross Proceeds of the New Money Issue are spent within the 1-year period beginning on the Issue Date; and

(iii) at least 100% of such Gross Proceeds of the New Money Issue are spent within the 18-month period beginning on the Issue Date.

As set forth in Section 1.148-7(d)(2) of the Regulations, for purposes of the expenditure requirements set forth in this paragraph (d), 100% of the Gross Proceeds of the New Money Issue shall be treated as expended for the governmental purposes of the issue within the 18-month period beginning on the Issue Date if such requirement is met within the 30-month period beginning on the Issue Date and such requirement would have been met within such 18-month period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the New Money Issue). If Gross Proceeds are in fact expended by such dates, then Rebatable Arbitrage need not be calculated and no payment thereof to the United States Department of Treasury need be made. Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000. Use of Gross Proceeds to redeem the New Money Issue shall not be treated as an expenditure of such Gross Proceeds. For purposes of this paragraph (d), "Gross Proceeds" shall be modified as described in paragraph (c) above.

(e) As an alternative to subsection (d) above, the obligation to pay Rebatable Arbitrage to the United States, as described in this letter, is treated as satisfied with respect to the New Money Issue if the "Available Construction Proceeds" (as defined in Section 148(f)(4)(C)(vi) of the Code) are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 10% of such Available Construction Proceeds are spent within the six-month period beginning on the Issue Date;

(ii) at least 45% of such Available Construction Proceeds are spent within the 1-year period beginning on the Issue Date;

(iii) at least 75% of such Available Construction Proceeds are spent within the eighteen-month period beginning on the Issue Date; and

(iv) at least 100% of such Available Construction Proceeds are spent within the 2-year period beginning on the Issue Date.

For purposes of this Section 3(e), the term Available Construction Proceeds means the Net Proceeds of the New Money Issue, increased by earnings on the Net Proceeds, earnings on amounts in the Reserve Account to the extent that such amounts were not funded from proceeds of the New Money Issue, and earnings on all of the foregoing

earnings, and reduced by the amount, if any, of the Net Proceeds deposited to the Reserve Account and amounts used to pay issuance costs (including bond insurance premium).

As set forth in Section 148(f)(4)(C)(iii) of the Code, for purposes of the expenditure requirements set forth in this paragraph (e), 100% of the Available Construction Proceeds of the Series 2025A Certificates is treated as expended for the governmental purposes of the issue within the 2-year period beginning on the Issue Date if such requirement is met within the 3-year period beginning on the Issue Date and such requirement would have been met within such 2-year period but for a reasonable retainage (not exceeding 5% of the Available Construction Proceeds of the New Money Issue). Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000.

For purposes of Section 148(f)(4)(C)(vii) of the Code, in the event the Board fails to meet the expenditure requirements referred to above, the Board does not elect to pay, in lieu of the Rebatable Arbitrage otherwise required to be paid with respect to such Gross Proceeds, a penalty with respect to the close of each 6-month period after the Issue Date equal to 1.5% of the amount of the Available Construction Proceeds of the New Money Issue which, as of the close of such period, are not spent as required by the expenditure provisions set forth above. The penalty referred to above shall cease to apply only after the New Money Issue (including any refunding obligations issued with respect thereto) are no longer outstanding. The Board makes no election with respect to the above-described penalty.

In order to qualify for the exemption from the obligation to pay Rebatable Arbitrage to the United States pursuant to this paragraph (e), at least 75% of the Available Construction Proceeds of the New Money Issue must be used for construction expenditures with respect to property which is owned by a governmental unit or an organization described in Section 501(c)(3) of the Code (subject in all respects to the provisions of Section 142(b)(1)(B) of the Code). The term "construction" includes reconstruction and rehabilitation of existing property. If only a portion of an issue is to be used for construction expenditures, such portion and such other portion of such issue may, at the election of the Board, be treated as a separate issue for purposes of this subsection (e) (although the remaining portion may not be entitled to the benefits of paragraph 3(d) hereof.

(f) The Board and the Trustee should keep or cause to be kept proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Series 2025A Certificates, including moneys derived from, pledged to, or to be used to make payments on the Series 2025A Certificates. Such records shall, at a minimum, be sufficient to enable the Board to calculate the Rebatable Arbitrage and, if necessary, shall specify the account or fund to which each investment (or portion thereof) is to be allocated

and shall set forth, in the case of each investment security, (i) its purchase price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the amount received at maturity or its sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, and (v) the dates of acquisition and disposition or maturity.

4. Market Price Rules. Except as provided below, the Board agrees to comply with the requirements relating to the "Fair Market Value" of acquired Nonpurpose Investments, as defined in Section 1.148-5(d) of the Regulations ("Fair Market Value"). All investments required to be made pursuant to this letter shall be made to the extent permitted by law. In this regard, the Board agrees, among other things, that it will not acquire or cause to be acquired a Nonpurpose Investment (or any other investment acquired with Gross Proceeds or on deposit in the Rebate Fund), for a price in excess of its Fair Market Value or sell any such investment at a price (determined without any reduction for transaction costs) less than its Fair Market Value, except as provided below. For this purpose, the following rules shall apply:

(a) Established securities markets. Except as otherwise provided below, any market especially established to provide a security or obligation to an issuer of municipal obligations shall not be treated as an established market and shall be rebuttably presumed to be acquired or disposed of for a price that is not its Fair Market Value.

(b) Arm's-length price. Any transaction in which a Nonpurpose Investment is directly purchased with Gross Proceeds, or in which a Nonpurpose Investment allocable to Gross Proceeds is disposed of, shall be undertaken in a bona fide arm's-length manner, and no amount shall be paid to reduce the yield on the Nonpurpose Investment.

(c) Safe harbor for establishing Fair Market Value for guaranteed investment contracts and Nonpurpose Investments purchased for a yield restricted defeasance escrow. In the case of a guaranteed investment contract or Nonpurpose Investments purchased for a yield restricted defeasance escrow, the purchase price shall not be considered to be an arm's-length price unless all the following conditions are met:

(i) The Board makes a bona fide solicitation ("Bona Fide Solicitation") for the purchase of the investment that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers;

(2) The bid specifications include all terms of the bid that may directly or indirectly affect the yield or the cost of the investment;

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential

provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Board or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Board or any other person for purposes of satisfying these requirements;

(4) The terms of the bid specifications are such that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the investment (e.g., for solicitations of Nonpurpose Investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the Board reasonably requires);

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Board's reasonably expected deposit and draw down schedule for the amounts to be invested;

(6) All potential providers have an equal opportunity to bid (e.g., no potential provider is given the opportunity to review other bids before providing a bid); and

(7) At least three providers are solicited for bids that have an established industry reputation as a competitive provider of the type of investments being purchased.

(ii) The bids received by the Board must meet all of the following requirements:

(1) The Board receives at least three bids from providers that the Board solicited under a Bona Fide Solicitation and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (c)(ii)(1) above is from a provider that has an established industry reputation as a competitive provider of the type of investments being purchased; and

(3) If the Board uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(iii) The winning bid must meet the following requirements:

(1) *Guaranteed investment contracts*. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) *Other Nonpurpose Investments*. If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest bid is either the lowest cost bid for the portfolio or, if the Board compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Board from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting these requirements is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. If such State and Local Government Series Securities are not available for purchase on the day that bids are required to be submitted because sales of those securities have been suspended, the cost comparison described in this paragraph is not required.

(iv) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay) to Third parties in connection with supplying the investment.

(d) The Board shall retain certificates and records documenting compliance with the above requirements until three years after the last outstanding Series 2025A Certificate is redeemed including, but not limited to, the following:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of Nonpurpose Investments other than guaranteed investment contracts, the purchase agreement or confirmation;

(ii) The receipt or other record of the amount actually paid by the Board for the investments, including a record of any administrative costs paid by the Board and the certification required in paragraph (c)(iv) above;

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results;

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and

(v) For purchase of Nonpurpose Investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted.

Certificates in substantially the forms of subparagraphs (iv) and (v) above must be obtained to evidence the foregoing.

5. Records. The Board and the Trustee should retain all records with respect to the calculations required by this letter for at least six years after the date on which the last of the principal of and interest on the Series 2025A Certificates has been paid, whether upon maturity, redemption, defeasance or acceleration thereof.

6. Modification Upon Receipt of Special Counsel Opinion. Notwithstanding any provision of this letter, if the Board and the Trustee shall receive an opinion of Special Counsel that any specified instructions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of the Interest Component of the Basic Rent Payments, the Board and the Trustee may conclusively rely on such opinion in complying with the requirements of this letter and the instructions contained in this letter shall be deemed to be modified to that extent. The provisions of this and the instructions contained in this letter may be amended or modified in any manner which is necessary to comply with such regulations as may be promulgated by the United States Treasury Department from time to time.

7. Accounting for Gross Proceeds. In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the Board must adopt reasonable and consistently applied methods of accounting for all Gross Proceeds. Appendix I hereto sets

forth a description of the required allocation and accounting rules with which the Board agrees to comply.

8. Administrative Costs of Investments. Except as otherwise provided in this Section 8, an allocation of Gross Proceeds to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Board such as employee salaries and office expenses and costs associated with computing Rebatable Arbitrage are not Qualified Administrative Costs.

Allocation and accounting rules are provided in Appendix I attached hereto.

9. Board Obligations. Except for any Rebatable Arbitrage which accrues prior to the date of termination of the Lease, the Board shall have no further obligations hereunder subsequent to the termination of the Lease Agreement.

[Signature page to follow]

10. Trustee Obligations. Except for matters set forth in Sections 3(a), (b) and (f) hereof and Section 6.12 of the Trust Agreement, the parties hereto agree that the Trustee shall have no further obligations hereunder or under the Trust Agreement relating to the matters set forth in this letter.

Respectfully submitted,

NABORS, GIBLIN & NICKERSON, P.A.

Acknowledged:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

APPENDIX I

ALLOCATION AND ACCOUNTING RULES

(a) General Rule. Any issuer may use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments and expenditures of an issue. An accounting method is "consistently applied" if it is applied uniformly within a Fiscal Period (as hereinafter defined) and between Fiscal Periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

(b) Allocation of Gross Proceeds to an Issue. Amounts are allocable to only one issue at a time as Gross Proceeds. Amounts cease to be allocated to an issue as Proceeds only when those amounts (i) are allocated to an expenditure for a governmental purpose; (ii) are allocated to Transferred Proceeds of another issue of obligations; or (iii) cease to be allocated to that issue at retirement of the issue or under the Universal Cap.

(c) Allocation of Gross Proceeds to Investments. Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue are not allocated to a payment for that Nonpurpose Investment in an amount greater than, or to a receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment as of the purchase or sale date. The Fair Market Value of a Nonpurpose Investment is adjusted to take into account Qualified Administrative Costs allocable to the investment. Thus, Qualified Administrative Costs increase the payments for, or decrease the receipts from, a Nonpurpose Investment.

(d) Allocation of Gross Proceeds to Expenditures. Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include a "specific tracing" method, a "gross-proceeds-spent-first" method, a "first-in-first-out" method or a ratable allocation method, so long as the method used is consistently applied. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than five banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made.

(e) Commingled Funds. Any fund or account that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of the funds deposited therein, constitutes a "commingled fund." All payments and receipts (including deemed payments and receipts) on investments held by a commingled fund must be allocated (but not necessarily distributed) among each different source of funds invested in the commingled fund in accordance with a consistently applied, reasonable ratable allocation method. Reasonable ratable allocation methods include, without limitation, methods that allocate payments and receipts in proportion to either (i) the average daily balances of the amounts in the commingled fund from each different source of funds during any consistent time period within its fiscal year, but at least quarterly

(the "Fiscal Period"); or (ii) the average of the beginning and ending balances of the amounts in the commingled fund from each different source of funds for a Fiscal Period that does not exceed one month.

Funds invested in the commingled fund may be allocated directly to expenditures for governmental purposes pursuant to a reasonable consistently applied accounting method. If a ratable allocation method is used to allocate expenditures from the commingled fund, the same ratable allocation method must be used to allocate payments and receipts on investments in the commingled fund.

Generally, a commingled fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or on the last day of each Fiscal Period. The net gains or losses from these deemed sales of investments must be allocated to each different source of funds invested in the commingled fund during the period since the last allocation. This mark-to-market requirement does not apply if (i) the remaining weighted average maturity of all investments held by a commingled fund during a particular fiscal year does not exceed 18 months, and the investments held by the commingled fund during that fiscal year consist exclusively of obligations; or (ii) the commingled fund operated exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the same issuer. Subject to the Universal Cap limitation, and the principle that amounts are allocable to only one issue at a time as Gross Proceeds, investments held by a commingled fund must be allocated ratably among the issues served by the commingled fund in proportion to either (i) the relative values of the bonds of those issues; (ii) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (iii) the relative original stated principal amounts of the outstanding issues.

(f) Universal Cap. Amounts that would otherwise be Gross Proceeds allocable to an issue are allocated (and remain allocated) to the issue only to the extent that the Value of the Nonpurpose Investments allocable to those Gross Proceeds does not exceed the Value of all outstanding bonds of the issue. Nonpurpose Investments allocated to Gross Proceeds in a bona fide debt service fund for an issue are not taken into account in determining the Value of the Nonpurpose Investments, and those Nonpurpose Investments remain allocated to the issue. To the extent that the Value of the Nonpurpose Investments allocable to the Gross Proceeds of an issue exceed the Value of all outstanding bonds of that issue, an issuer should seek the advice of Bond Counsel for the procedures necessary to comply with the Universal Cap.

(g) Expenditure for Working Capital Purposes. Subject to certain exceptions, the Proceeds of an issue may only be allocated to "working capital expenditures" as of any date to the extent that those expenditures exceed "available amounts" as of that date (i.e., "proceeds-spent-last").

For purposes of this section, "working capital expenditures" include all expenditures other than "capital expenditures." "Capital expenditures" are costs of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal income tax principles. Such costs include, for example, costs incurred to acquire, construct or improve land, buildings and equipment having a reasonably expected useful life in excess of one year. Thus, working capital expenditures include, among other things, expenditures for current operating expenses and debt service.

For purposes of this section, "available amount" means any amount that is available to an issuer for working capital expenditure purposes of the type financed by the issue. Available amount excludes Proceeds of the issue but includes cash, investments and other amounts held in accounts or otherwise by an issuer for working capital expenditures of the type being financed by the issue without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Notwithstanding the preceding sentence, a "reasonable working capital reserve" is treated as unavailable. A working capital reserve is reasonable if it does not exceed five percent of the actual working capital expenditures of an issuer in the fiscal year before the year in which the determination of available amounts is made. For purpose of the preceding sentence only, in determining the working capital expenditures of an issuer for a prior fiscal year, any expenditures (whether capital or working capital expenditures) that are paid out of current revenues may be treated as working capital expenditures.

The proceeds-spent-last requirement does not apply to expenditures to pay (i) any Qualified Administrative Costs; (ii) fees for qualified guarantees of the issue or payments for a qualified hedge for the issue; (iii) interest on the issue for a period commencing on the Issue Date and ending on the date that is the later of three years from the Issue Date or one year after the date on which the financed project is placed in service; (iv) the United States for yield reduction payments (including rebate payments) or penalties for the failure to meet the spend down requirements associated with certain spending exceptions to the rebate requirement; (v) costs, other than those described in (i) through (iv) above, that do not exceed five percent of the Sale Proceeds of an issue and that are directly related to capital expenditures financed by the issue (e.g., initial operating expenses for a new capital project); (vi) principal or interest on an issue paid from unexpected excess sale or Investment Proceeds; (vii) principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a bona fide debt service fund; and (viii) principal, interest or redemption premium on a prior issue and, for a crossover refunding issue, interest on that issue. Notwithstanding the preceding paragraph, the exceptions described above do not apply if the allocation merely substitutes Gross Proceeds for other amounts that would have been used to make those expenditures in a manner that gives rise to Replacement Proceeds.

EXHIBIT D

FORM OF CERTIFICATE PURCHASE CONTRACT

CERTIFICATE PURCHASE CONTRACT

$[PAR]
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a
Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

[SALE DATE], 2025

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc., as senior manager (the "Representative"), on behalf of itself and J.P. Morgan Securities LLC, Jefferies LLC and Raymond James & Associates, Inc. (collectively, the "Underwriters") offers to enter into this Certificate Purchase Contract (the "Purchase Contract") with The School Board of Manatee County, Florida (the "School Board"), as the governing body of the School District of Manatee County, Florida (the "District"), and the Manatee School Board Leasing Corporation (the "Corporation"), which, upon acceptance of this offer by the School Board and the Corporation, will be binding upon the School Board and the Corporation and upon the Underwriters. This offer is made subject to written acceptance hereof by the School Board and the Corporation at or before 11:59 p.m., Eastern Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the School Board and the Corporation at any time prior to the acceptance hereof by the School Board and the Corporation. The parties hereto agree and acknowledge that the obligations of the Corporation and the School Board hereunder do not constitute a general obligation of the Corporation or the School Board. Capitalized terms not otherwise defined herein shall have the meanings given them in the Trust Agreement (defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, covenants and agreements set forth herein, the Underwriters hereby agree to purchase, and the School Board agrees to sell, and to cause U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee") to deliver, to the Underwriters, all (but not less than all) of the aggregate principal amount of the $[PAR] Certificates of Participation, Series 2025A (the "Certificates"). The Certificates shall be dated their date of delivery.

The Certificates are being purchased by the Underwriters, at an aggregate purchase price of $[_____] (which price represents the $[PAR].00 principal amount of the Certificates, [plus][less][net] an original issue [premium][discount] of $[_____] and minus an underwriting discount of $[_____]).

[_____ (the "Insurer") will concurrently with the issuance of the Certificates, issue a municipal bond insurance policy (the "Policy") guaranteeing the scheduled payment of the principal portion and the interest portion of the Basic Rent Payments represented by the Certificates when due.]

The Certificates are being issued for the principal purpose of providing funds sufficient to (a) finance the cost of acquisition, construction and installation and/or equipping of the Series 2025A Project and (b) pay certain costs associated with the issuance of the Certificates, including the premium for the Policy.

The Certificates are being executed and delivered pursuant to the Master Trust Agreement, dated as of June 1, 1996 (the "Master Trust Agreement"), among the School Board, the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented, particularly as supplemented by a Series 2025A Supplemental Trust Agreement, dated as of [_____] 1, 2025 (the "Series 2025A Supplemental Trust Agreement", and together with the Master Trust Agreement, the "Trust Agreement"), among the Corporation, the School Board and the Trustee.

The Certificates shall mature at the times and in the amounts and bear interest at the rates set forth in Appendix A hereto and shall be subject to prepayment at the times and at the prices set forth in Appendix B hereto. The information required by Section 218.385(6), Florida Statutes, to be provided by the Underwriters is set forth in Appendix C hereto. Further, in order to assist the School Board in complying with Section 218.385(2) and (3), Florida Statutes, the Underwriters are providing the School Board and the Corporation with a completed truth-in-bonding statement, the form of which is attached to Appendix C as Schedule 1.

The School Board has entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Lease"), between the Corporation, as lessor, and the School Board, as lessee, for the purpose of providing for the lease-purchase financing and refinancing from time to time of certain educational facilities, sites and equipment (collectively, the "Projects"). The Projects to be leased from time to time are identified on separate lease schedules (each a "Schedule") attached to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate lease agreement (individually a "Lease" and collectively the "Leases").

In accordance with the applicable provisions of Florida law, including particularly Chapters 1000-1013, Florida Statutes, and pursuant to a resolution duly and lawfully adopted by the School Board on October 22, 2024 (the "Resolution") and a resolution duly and lawfully adopted by the Corporation on October 22, 2024 (the "Corporation Resolution"), the School Board and the Corporation have authorized the execution and delivery of Lease Schedule No. 2025A, dated as of [_____] 1, 2025 ("Schedule No. 2025A"), and together with the Master Lease, the "Series 2025A Lease"), providing for the lease-purchase financing of certain educational facilities, sites and equipment by the School Board, as further described in Schedule No. 2025A (the "Series 2025A Project"). Pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended (the "Assignment of Lease Agreement"), and as particularly amended by the Fourteenth Amendment to Assignment of Lease Agreement, dated as of [_____] 1, 2025 (together with the Assignment of Lease Agreement, the "Series 2025A Assignment"), the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2025A Lease including its right to receive Basic Rent Payments and all other amounts due under the Series 2025A Lease.

Pursuant to the Series 2025A Ground Lease Agreement, dated as of [_____] 1, 2025 (the "Series 2025A Ground Lease"), between the School Board and the Corporation, the School Board will lease the sites on which certain components of the Series 2025A Project are located (collectively, the "Premises") to the Corporation. Pursuant to the Assignment of Ground Lease, dated as of [_____] 1, 2025 (the "Series 2025A Ground Lease Assignment"), between the Corporation and the Trustee, the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2025A Ground Lease.

The Series 2025A Assignment and the Series 2025A Ground Lease Assignment are referred to collectively herein as the "Assignment Agreements".

In accordance with a Disclosure Dissemination Agent Agreement, dated [CLOSING DATE], 2025 (the "Disclosure Agreement"), between the School Board and Digital Assurance Certification, LLC (the "Dissemination Agent"), the School Board has agreed to provide certain continuing disclosure information in accordance with the SEC Rule (as defined in Section 2(a) below).

2. Delivery of Offering Statement and Other Documents.

(a) Prior to the date hereof, the School Board has prepared for use in connection with the public sale and distribution of the Certificates, and provided to the Underwriters for their review, the Preliminary Offering Statement dated [POS DATE], 2025 (including the cover page, inside cover page and appendices contained therein, the "Preliminary Offering Statement"). The School Board deems the Preliminary Offering Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "SEC Rule"), except for certain permitted omissions in connection with the pricing of the Certificates. The Underwriters have reviewed such Preliminary Offering Statement prior to the execution of this Purchase Contract.

(b) As soon as practicable after the date hereof, and, in any event within seven (7) business days of the date hereof (or within such shorter period as may be reasonably requested by the Underwriters in order to accompany any confirmation that requests payment from any customer to comply with Rule G-32 of the Municipal Securities Rulemaking Board) the School Board shall, so as to enable the Underwriters to comply with the provisions of the SEC Rule, deliver to the Underwriters a sufficient number of copies of a final Offering Statement, dated the date hereof (including the cover page, inside cover page and appendices contained therein, the "Offering Statement"), together with all supplements and amendments thereto, substantially in the form of the Preliminary Offering Statement, with only such changes therein as shall have been accepted by the Underwriters, executed on behalf of the School Board by the Chairman.

(c) The Representative shall give notice to the School Board on the date, but in no event later than 90 days after the Closing, after which no participating underwriter, as such term is defined in the SEC Rule, remains obligated to deliver Offering Statements pursuant to paragraph (b)(4) of the SEC Rule.

(d) At or prior to the Closing (as defined herein), the Representative shall file, or cause to be filed, the Offering Statement with the Municipal Securities Rulemaking Board. Unless otherwise provided in writing by the Representative to the School Board on the Date of Closing (as defined herein) that the Representative retains directly, or as a member of an underwriting syndicate, an unsold balance of the Certificates, the end of the underwriting period (as defined herein) shall be the Date of Closing, but in no event later than 90 days after the Closing.

(e) At Closing, the School Board shall deliver, or cause to be delivered to the Underwriters a copy of the Resolution, certified to by its Secretary, substantially in the form heretofore delivered to the Underwriters, with only such changes therein as agreed upon by the Representative.

(f) The School Board and the Corporation hereby authorize the Underwriters to use the forms or copies of (i) the Resolution, (ii) the Corporation Resolution, (iii) the Trust Agreement, (iv) the Series 2025A Lease, (v) the Assignment Agreements, (vi) the Series 2025A Ground Lease, (vii) the Disclosure Agreement, and (viii) the Offering Statement and the information contained therein in connection with the public offering and sale of the Certificates and ratify and confirm their authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Offering Statement in connection with such public offering and sale.

3. Representation of the Underwriters as to Authority. The Representative is duly authorized to execute this Purchase Contract on behalf of the Underwriters and has been duly authorized to act hereunder in connection with the issuance of the Certificates.

4. Public Offering; Establishment of Issue Price; Underwriters not Acting as Agents or Fiduciaries. (a) The Underwriters agree, jointly and severally, to make an initial public offering of the Certificates to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth on Appendix D hereto; provided, however, the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters deem necessary or desirable in connection with the marketing of the Certificates

(a) The Representative, on behalf of the Underwriters, agrees to assist the School Board in establishing the issue price of the Certificates and shall execute and deliver to the School Board at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Appendix D, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the School Board and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) [Except as otherwise set forth in Schedule I to Appendix D attached hereto,] the School Board represents that it will treat the first price at which 10% of each maturity of the Certificates (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Certificates for which the School Board has elected to utilize the 10% Test, the Representative agrees to promptly report to the School Board the prices at which Certificates of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Certificates of that maturity or maturities or the Closing Date.]

(c) [The Representative confirms that the Underwriters have offered the Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I to Appendix D attached hereto, except as otherwise set forth therein. Schedule I to Appendix D attached hereto also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Certificates for which the 10% Test has not been satisfied and for which the School Board and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriters will

neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Certificates of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Certificates of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The School Board acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but

not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The School Board further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates.

(e) The Underwriters acknowledge that sales of any Certificates to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 4:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the School Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

(f) The School Board and the Corporation acknowledge and agree that (i) the purchase and sale of the Certificates pursuant to this Purchase Contract is an arm's-length commercial transaction between the School Board, the Corporation and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors, financial advisors, agents or fiduciaries of the School Board or the Corporation; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the School Board or the Corporation with respect to the offering of the Certificates or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliate of the Underwriters, has provided other services

or is currently providing other services to the School Board or the Corporation on other matters) and the Underwriters have no obligation to the School Board or the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract; (iv) the Underwriters have financial and other interests that differ from those of the School Board and the Corporation; and (v) the School Board and the Corporation have consulted with their own legal, financial and other advisors to the extent they have deemed appropriate in connection with the offering of the Certificates.

5. Good Faith Deposit. In connection with the execution of this Purchase Contract, the Representative shall deliver to the School Board a wire transfer credited to the order of the School Board in immediately available federal funds (the "Good Faith Deposit"), in the sum of $[_____] (calculated as 1% of the estimated principal amount of the Certificates as reflected in the Preliminary Offering Statement), which is being delivered to the School Board on account of the purchase price and as security for the performance by the Underwriters of their obligation to accept and to pay for the Certificates. In the event that the School Board does not accept this offer in a timely manner, the Good Faith Deposit shall be immediately returned to the Representative by wire transfer credited to the order of the Representative, in the amount of the Good Faith Deposit. In the event the Closing takes place, the amount of the Good Faith Deposit shall be credited against the purchase price pursuant to Section 7 hereof. In the event of the School Board's failure to deliver the Certificates at the Closing, or if the School Board shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract (unless such conditions are waived by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the School Board shall immediately wire to the Representative in federal funds the sum of the Good Faith Deposit and such return shall constitute a full release and discharge of all claims by the Underwriters against the School Board arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Certificates at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the School Board and such retention shall represent full liquidated damages and not a penalty for such failure and for any defaults hereunder on the part of the Underwriters, and such use shall constitute a full release and discharge of all claims, rights and damages of the School Board against the Underwriters arising out of the transactions contemplated hereby Accordingly, the Underwriters hereby waive any right to claim that the School Board's actual damages are less than the amount of the Good Faith Deposit, and the School Board's acceptance of this offer shall constitute a waiver of any right it may have to additional damages from the Underwriters.

6. Representations and Agreements.

(a) By its acceptance hereof, the School Board represents to and agrees with the Underwriters that, as of the date hereof:

(i) The School Board is duly and validly existing as a body corporate and politic pursuant to Article IX, Section 4(a) of the Florida Constitution and the laws of the State of Florida (particularly, Chapter 1001, Florida Statutes) and is the governing body of the District.

(ii) The School Board has full legal right, power and authority to cause the Certificates to be issued, sold and delivered to the Underwriters as described herein; to lease-purchase the Series 2025A Project; to adopt the Resolution; and to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Series 2025A Ground Lease, the Disclosure Agreement, and the Series 2025A Lease (collectively, the "School Board Documents"); by all necessary official action of the School Board taken prior to the acceptance hereof, the Resolution has been duly adopted in accordance with the Constitution of Florida and the laws of the State of

Florida; the Resolution is in full force and effect and has not been amended, modified or repealed; the School Board Documents, when executed by the School Board will each be duly authorized and delivered and will constitute the legal, valid and binding special obligations of the School Board enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the School Board has duly authorized and approved the execution of, and the performance by the School Board of its obligations contained in the School Board Documents and the consummation by it of all other transactions contemplated by the Resolution, each of the School Board Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the School Board Documents, the issuance by the Trustee of the Certificates and the adoption of the Resolution, and compliance with the special obligations on the School Board's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the School Board is a party or to which the School Board or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the School Board under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the School Board Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the School Board of its obligations under the Resolution and the School Board Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the School Board, the District, the Series 2025A Project, the Premises, the Certificates, the Resolution and the School Board Documents was and is true and correct in all material respects and did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the best knowledge of the School Board, threatened:

(A) Which may affect the existence of the School Board or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent

Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2025A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the School Board or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due adoption of the Resolution or the execution and delivery of the School Board Documents or any of them or the lease-purchase of the Series 2025A Project in accordance with the terms thereof; or

(F) Which could materially adversely affect the financial condition of the School Board;

nor, to the best knowledge of the School Board, is there any basis therefor wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them. The School Board shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Offering Statement or the Offering Statement in connection with the offering, sale or distribution of the Certificates.

(vii) The School Board will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (A) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and (B) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the School Board shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the School Board becomes aware that any event shall have occurred which might or would cause the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School Board shall notify the Representative thereof, and, if in the reasonable opinion of the School Board and the Representative such event requires the preparation and publication of a supplement or amendment to the Offering

Statement, the School Board will at its own expense forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Offering Statement (in form and substance satisfactory to the Representative and its Counsel) which will supplement or amend the Offering Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

(ix) The School Board covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest portion of the Basic Rent Payments received by the owners of the Certificates, subject to the right of the School Board to non-appropriate funds in accordance with the provisions of the Leases. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Certificates and other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The School Board does not have any material unfunded rebate obligations with respect to any Certificates of Participation previously issued under the Master Trust.

(x) The School Board has not, since December 31, 1975 been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(xi) The School Board shall comply with all of the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission and shall comply with the commitments set forth in the Disclosure Agreement.

(xii) The School Board will apply the proceeds of the Certificates in accordance with the Trust Agreement and as described in the Offering Statement.

(xiii) Neither the School Board nor anyone authorized to act on its behalf, directly or indirectly, has offered the Certificates for sale to, or solicited any offer to buy, the Certificates from anyone other than the Underwriters.

(xiv) Prior to the execution of this Purchase Contract, the School Board delivered to the Underwriters copies of the Preliminary Offering Statement which the School Board deemed final for purposes of the SEC Rule as of the date of the Preliminary Offering Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, prepayment provisions and certain other terms of the Certificates as permitted by the SEC Rule.

(xv) If the Offering Statement is supplemented or amended pursuant to Section 2 of this Purchase Contract, or otherwise by the School Board, at the time of each supplement or amendment to the Offering Statement and (unless subsequently again supplemented or amended pursuant to Section 2 of this Purchase Contract) at all times prior to the end of the underwriting period, the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(xvi) Other than as disclosed in the Preliminary Offering Statement, the School Board has complied in all material respects with any and all continuing disclosure commitments heretofore made by the School Board for the past five Fiscal Years.

(xvii) The Resolution, the Certificates, the Trust Agreement, and the School Board Documents conform in all material respects to the descriptions thereof contained in the Preliminary Offering Statement and the Offering Statement.

(xviii) The financial statements of the School Board as of June 30, 2023 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the School Board as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Offering Statement and the Offering Statement, there has not been any materially adverse change in the financial condition of the School Board or in its operations since June 30, 2023 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(xix) Any certificates executed by any officer of the School Board and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the School Board as to the accuracy of the statements therein made.

(b) By its acceptance hereof, the Corporation represents to and agrees with the Underwriters that, as of the date hereof:

(i) The Corporation is a not-for-profit corporation duly organized, incorporated, validly existing, and in good standing under the laws of the State of Florida (particularly, Chapter 617, Florida Statutes).

(ii) The Corporation has full legal right, power and authority to adopt the Corporation Resolution, to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Trust Agreement, the Series 2025A Lease, the Series 2025A Ground Lease, and the Assignment Agreements (collectively, the "Corporation Documents"); by all necessary official action of the Board of Directors of the Corporation taken prior to the acceptance hereof, the Corporation Resolution has been duly adopted in accordance with the laws of the State and the Corporation's Articles of Incorporation and Bylaws; the Corporation Resolution is in full force and effect and has not been amended, modified or repealed; the Corporation Documents have been duly authorized, and when executed and delivered by the Corporation will constitute the legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the Corporation has duly authorized and approved the execution of, and the performance by the Corporation of its obligations contained in the Corporation Documents and the consummation by it of all other transactions contemplated by each of the Corporation Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the Certificates and the Corporation Documents, and compliance with the obligations on the Corporation's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provisions, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party

or to which the Corporation or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Corporation under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the Corporation Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, district, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the Corporation and the Corporation Documents, was and is true and correct in all material respects did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or other body, pending or, to the best knowledge of the Corporation, threatened:

(A) Which may affect the existence of the Corporation or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2025A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Corporation Resolution, the Corporation Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the Corporation or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due execution and delivery of the Corporation Documents or any of them;

nor, to the best knowledge of the Corporation, is there any basis therefor, wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Corporation Documents or any of them.

(vii) The Corporation will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the Corporation shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the Corporation becomes aware that any event shall have occurred which would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Representative thereof, and if in the reasonable opinion of the Corporation or the Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Corporation shall cooperate with the Representative in supplementing or amending the Offering Statement, in such form and manner and at such time or times as may be reasonably called for by the Underwriters.

(ix) The Corporation shall cause the Trustee to execute and deliver the Certificates when ready for delivery.

7. The Closing. At 12:00 p.m., Eastern Time, on [CLOSING DATE], 2025 (such date herein called the "Date of Closing"), or at such later time or on such later date as may be mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters, the School Board shall cause the Trustee, subject to the terms and conditions hereof, to deliver the Certificates to the account of the Underwriters in definitive form (all Certificates to bear proper CUSIP numbers), duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters shall accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof, less the Good Faith Deposit, in federal funds to the order of the Trustee (such delivery of and payment for the Certificates herein called the "Closing"). The Closing shall occur at the offices of the School Board in Bradenton, Florida, or such other place as shall have been mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters. The Certificates shall be prepared and delivered as fully registered certificates in the definitive form of one fully registered Certificate for each stated maturity of the Certificates and in the name in which The Depository Trust Company requests that the Certificates be registered and will be made available for inspection and checking by the Underwriters not later than 10:00 a.m. Eastern Time, on the business day prior to the Date of Closing. It is the intent of the parties hereto that the Certificates will be issued and delivered through the "FAST" closing procedure of The Depository Trust Company for credit to the accounts designated by the Underwriters and the Certificates shall be delivered to the Trustee or as otherwise may be agreed to by the School Board and the Underwriters.

8. Closing Conditions. The Underwriters are entering into this Purchase Contract in reliance upon the representations and agreements of the School Board and the Corporation contained herein, and in

reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the Date of Closing. Accordingly, the Underwriters' obligation under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations of the School Board and the Corporation contained herein shall be true, complete and correct on the date hereof and on and as of the Date of Closing, as if made on the Date of Closing, and a certificate to that effect shall be delivered to the Underwriters by the School Board and the Corporation at Closing.

(b) At the date of execution hereof and at the Closing, the Resolution and the Corporation Resolution shall each be in full force and effect, and shall not have been amended, modified or supplemented, except to the extent to which the Representative shall have given its prior written consent and there shall have been taken in connection therewith and in connection with the issuance of the Certificates all such action as, in the opinions of Nabors, Giblin & Nickerson, P.A., Special Counsel, and Greenberg Traurig, P.A., Counsel for the Underwriters, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(c) At the Closing there will be no pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Certificates, or the collection or application of the Basic Rent Payments to make payments on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates, the Resolution, the Corporation Resolution, the School Board Documents or the Corporation Documents or contesting in any way the proceedings of the School Board, the Corporation or the Trustee taken with respect thereto, or contesting in any way the due existence or powers of the School Board, the Corporation or the Trustee or the title of any of the members or officials of the School Board, the Corporation or the Trustee to their respective offices and the Underwriters will receive the certificates of the School Board, the Corporation and the Trustee to the foregoing effect, or opinions of Counsel to the School Board, the Corporation and the Trustee that any such litigation is without merit.

(d) There shall have been no material adverse change in the financial condition of the School Board since June 30, 2023.

(e) At the Closing, the Underwriters shall receive the following documents, each dated as of the Date of Closing:

(i) The opinion of Special Counsel, dated the Date of Closing, in substantially the form attached to the Offering Statement as Appendix G;

(ii) A supplemental opinion of Special Counsel, addressed to the Underwriters[, the Insurer,] the Corporation and the Trustee (except for the opinions required by Section 8(e)(ii)(2) and (6) hereof which may be addressed solely to the Underwriters), substantially to the effect that (A) the Underwriters, the Corporation and the Trustee may rely upon the opinions referred to in Section 8(e)(i) hereof as though addressed to them; (B) prior to termination of the Series 2025A Lease, the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and (C) with respect to information in the Offering Statement and based

upon said firms review of the Offering Statement as Special Counsel, and without having undertaken to determine independently the accuracy and completeness of the contents of the Offering Statement, the information in the Offering Statement under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," (excluding the information regarding projects, lease terms and principal amounts of outstanding certificates of participation with respect to other leases under the Master Lease, as to all of which no opinion need be expressed) "AUTHORIZATION," "DESCRIPTION OF THE SERIES 2025A CERTIFICATES," "SECURITY FOR THE SERIES 2025A CERTIFICATES," "THE MASTER LEASE-PURCHASE PROGRAM," "THE SERIES 2025A LEASE AGREEMENT" (excluding any financial, statistical and demographic information and information regarding [the Insurer and its Policy] and The Depository Trust Company or its book-entry only system of registration, as to all of which no opinion is expressed) insofar as the same purport to describe the Certificates, the School Board Documents and the Assignment Agreements, constitute a fair summary of the information purported to be summarized therein. The statements in the Offering Statement on the cover relating to our opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth.

(iii) The opinion(s) of Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul PLLC, Counsel to the School Board and the Corporation, addressed to the Underwriters, the School Board, the Corporation, [the Insurer,] Special Counsel and the Trustee, substantially to the effect that: (1) the School Board is a body corporate and politic and the governing body of the District, duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution and to lease purchase the Series 2025A Project and execute, deliver and perform its objectives, as the case may be, under the School Board Documents; (2) the School Board Documents have been duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the School Board enforceable in accordance with their terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' or tenants' rights generally and the application of equitable principles; (3) the School Board has authorized, executed and delivered the Offering Statement and has duly authorized the distribution of the Preliminary Offering Statement and the Offering Statement; (4) the information in the Offering Statement as to legal matters relating to the School Board, the District, the Certificates, and the School Board Documents does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the Offering Statement, and information relating to regarding [the Insurer and its Policy and] DTC and its book entry only system of registration as to all of which no view need be expressed); (5) to the best of their knowledge, after due inquiry, the School Board is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any applicable judgment or decree or any agreement, loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument to which the School Board is a party or to which the School Board or any of its property or assets is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; (6) the execution and delivery of School Board Documents and the adoption of the Resolution and compliance with the provisions on the School Board's part contained herein or therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the School Board is a party or to which the

School Board or any of its property or assets is otherwise subject, and any such execution, delivery, adoption or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the School Board under the terms of any such law, regulation or instrument, except as expressly provided by the Certificates and the School Board Documents; (7) the Resolution has been duly and lawfully adopted by the School Board, is in full force and effect and has not been altered, amended or repealed; (8) except as otherwise disclosed in the Offering Statement under the caption "LITIGATION," there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the School Board, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the Resolution, or the School Board Documents; (9) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the School Board's adoption, execution or performance of its obligations under the Resolution, and the School Board Documents have been obtained or effected, and they have no reason to believe that the School Board will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the School Board; (10) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the Corporation, nor is there is any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the School Board Documents or the Assignment Agreements; (11) the Corporation is a not-for-profit corporation duly incorporated and organized, validly existing and in good standing, under the laws of the State of Florida; (12) the Corporation Resolution has been duly and lawfully adopted by the Corporation, is in full force and effect and has not been altered, amended or repealed; (13) the Corporation Documents have each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the other parties hereto and thereto, each constitutes a legal, valid, and binding agreement of the Corporation enforceable in accordance with its terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and the application of equitable principles; (14) the information in the Offering Statement relating to the Corporation does not contain any untrue statement of a material fact or omit a material fact with respect to the Corporation necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the Offering Statement, and information relating to DTC and its book entry only system of registration as to all of which no view need be expressed); (15) the adoption of the Corporation Resolution and the execution and delivery of the Corporation Documents and compliance with the provisions on the Corporation's part contained herein or therein, will not conflict with or constitute a material breach of or default under any agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its property or assets is otherwise subject; and (16) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Corporation's adoption, execution or performance of its obligations under the Corporation Resolution and the Corporation Documents have been obtained or effected and, they have no reason to believe that the Corporation will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the Corporation.

(iv) A certificate, dated the Date of Closing, signed by the Chairman of the School Board and the Superintendent of the District or other appropriate officials satisfactory to the Representative, to the effect that, to the best knowledge of each of them: (A) the representations of the School Board contained herein are true and correct in all material respects as of the Date of Closing; (B) the School Board has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Resolution and the School Board Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which either of them have notice, and to the best knowledge of each of them no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, or the School Board Documents, (3) in any way contesting the corporate existence or powers of the School Board, (4) to restrain or enjoin the collection of the Basic Rent Payments or the application thereof to make payments on the Certificates and to make other payments under the Series 2025A Lease, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the School Board taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (D) since June 30, 2023, no material adverse change has occurred in the financial position or results of operations of the School Board except as set forth in or contemplated by the Offering Statement, and the School Board has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Offering Statement; and (E) the Offering Statement did not as of its date, and does not as of the Date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided that no opinion need be expressed with respect to the information contained therein relating to DTC or its book-entry only system of registration [or the Insurer and its Policy]).

(v) A certificate, dated the Date of Closing, signed by the President of the Corporation or other appropriate officials satisfactory to the Representative, to the effect that, to the best of their knowledge: (A) the representations of the Corporation contained herein are true and correct in all material respects as of the Date of Closing; (B) the Corporation has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Corporation Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which they have notice, and to the best of their knowledge no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Corporation Resolution or the Corporation Documents, (3) in any way contesting the corporate existence or powers of the Corporation, (4) to restrain or enjoin the collection or payment of the Basic Rent Payments or assignment thereof, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the Corporation taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (D) the information contained in the Offering Statement did not as of its date, and does not as of the Date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

(vi) An opinion dated the Date of Closing and addressed to the School Board[, the Insurer] and the Underwriters of counsel to the Trustee, to the effect that:

(A) The Trustee is a national banking association, validly existing and in good standing under the laws of the United States and has authority to execute and deliver and to perform all of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates.

(B) The execution and delivery of and performances by the Trustee of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates are within the trust powers of the Trustee.

(C) The Trustee has the legal power and authority to execute and deliver the Certificates and the Certificates have been duly authenticated, executed and delivered in accordance with the Trust Agreement.

(D) The Trust Agreement and the Assignment Agreements have each been duly authorized, executed and delivered by the Trustee, and each constitutes the legal, valid and binding obligation of the Trustee enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and by general principles of equity.

(vii) A certificate dated the Date of Closing, signed by an authorized officer of the Trustee to the effect that: (A) the Trustee is a national banking association duly organized and in good standing under the laws of the United States; (B) the Trustee has full corporate power, authority and legal right to execute and deliver, and perform its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates and has taken any and all actions and has obtained any and all consents and approvals required in connection with the foregoing; (C) the execution, delivery and acceptance of the Trust Agreement, the Assignment Agreements, the Certificates, and all actions necessary or appropriate to carry out and consummate the transactions contemplated hereby and thereby, are within the trust powers of the Trustee; (D) to the best of its knowledge after due inquiry, the execution and delivery of, and the performance under, each of the foregoing will not conflict with, violate or result in a breach of or constitute a default under the Trustee's charter or bylaws or a material default under any indenture, agreement or other instrument by which the Trustee or any of its properties may be bound or any material constitutional or statutory provision or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Trustee or any of its property and by which the Trustee or any of its property may be bound; (E) to the best of its knowledge after due inquiry, there is no litigation, proceeding or investigation relating to the Trustee before or by any court, public board or body pending or, to the knowledge of the Trustee, threatened against or affecting the Trustee, challenging the validity of, or in which an unfavorable decision, ruling or finding would materially adversely affect the Trust Agreement, or the Assignment Agreements; (F) the Certificates have been duly executed and delivered in accordance with the Trust Agreement; and (G) the Trustee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Trust Agreement, the Assignment Agreements, and the Certificates at or prior to the Closing.

(viii) An opinion, dated the Date of Closing and addressed to the School Board (with a reliance letter relating thereto addressed to the Underwriters), of Bryant Miller Olive P.A.,

disclosure counsel to the School Board, substantially to the effect that no facts have come to the attention of the attorneys rendering legal services in connection with the Certificates that cause them to believe that the Offering Statement as of its date or as of the Date of Closing, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, they assume no responsibility for the accuracy, completeness, or fairness of the statements contained in the Offering Statement (including any appendices, schedules, and exhibits thereto), nor do they express any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, and information concerning [the Policy and the Insurer, and information concerning] The Depository Trust Company and the book-entry system for the Certificates contained or incorporated by reference in the Offering Statement (including any appendices, schedules, and exhibits thereto), which may be expressly excluded.

(x) Each of the School Board Documents and the Corporation Documents, fully executed by the respective parties thereto.

(xi) Evidence satisfactory to the Representative that [S&P Global Ratings, Inc., a business unit of Standard & Poor's Financial Services LLC ("S&P") has assigned a rating of "[___]", on the Certificates, which rating shall be based on the issuance of the Policy by the Insurer, and that] S&P and Fitch Ratings, Inc. ("Fitch") have assigned the Certificates ratings of at least "[___]" and "[___]", respectively[, without regard to the issuance of the Policy by the Insurer,] and that such ratings are in effect on the Date of Closing.

(xii) A written order to the Trustee from the Corporation to execute and deliver the Certificates.

(xiii) A certificate of an authorized representative of the School Board deeming the Preliminary Offering Statement "final" as of its date for purposes of the SEC Rule, except for "permitted omissions" as defined in the SEC Rule.

(xv) A Tax Certificate of the School Board, in form and substance satisfactory to Special Counsel, executed by such officials of the School Board as shall be satisfactory to the Representative.

(xvi) [A certificate of an officer of the Insurer or opinion of counsel to the Insurer, dated the Date of Closing, addressed to the Underwriters and the School Board, in form and substance satisfactory to the Representative and the School Board, substantially to the effect that (A) the Insurer is duly qualified to do business in the State of Florida; (B) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insurer and constitutes a legal, valid and binding obligation of the Insurer enforceable in accordance with its terms; (C) the statements contained in the Offering Statement under the heading "[CERTIFICATE INSURANCE]" insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements purport to describe the Insurer, fairly and accurately describe the Insurer; (D) the Insurer has not been in default after December 31, 1975, as to principal or interest with respect to any obligations insured by the Insurer; (E) proceedings legally required for the issuance of the Policy has been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy has been obtained; and (F) proceedings not

taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy.]

(xvii) [A true and correct copy of the Policy.]

(xvii) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably require to evidence the truth and accuracy, as of the date hereof and as of the Date of Closing, of the representations, agreements and warranties contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction on or prior to the Date of Closing of all the agreements then to be performed and conditions then to be satisfied by the School Board, the Corporation or the Trustee.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in the form specified herein or are otherwise in form and substance satisfactory to the Representative and its Counsel.

If the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Purchase Contract are not satisfied, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the School Board, the Corporation or the Trustee shall be under any further obligation hereunder, except that the respective obligations of the School Board and the Underwriters set forth in Section 10 hereof shall continue in full force and effect and the Good Faith Deposit specified in Section 5 hereof shall be returned to the Representative.

9. Termination. The Underwriters may terminate this Purchase Contract by notice to the School Board and the Corporation in the event that between the date hereof and the Closing (a) legislation shall be enacted by the Congress of the United States or adopted by either House thereof or a decision by a court of the United States having jurisdiction of the subject matter or the Tax Court of the United States shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other Florida or Federal governmental agency, having jurisdiction of the subject matter, shall be made, with respect to Florida or Federal taxation of revenues or other income of the general character expected to be derived under the Master Lease from the School Board or upon interest received on securities of the general character of the Certificates or which would have the effect of changing, directly or indirectly, the Federal income tax consequences of the ownership of the Certificates or the receipt of interest on securities of the general character of the Certificates in the hands of the holders thereof, which in the reasonable opinion of the Representative would materially adversely affect the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (b) there shall have occurred any outbreak or escalation of hostilities or any national or international emergency, calamity or crisis, financial or otherwise, affecting the effective operation of the government of, or the financial community in, the United States, including a general suspension of trading on any national securities exchange, which, in the reasonable opinion of the Representative, materially adversely affects the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (c) the marketability of the Certificates or the sale of the Certificates at the contemplated offering prices as stated in this Purchase Contract, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets, making it impracticable for the Underwriters to market the Certificates or to enforce contracts for the sale of the Certificates; (d) a general banking moratorium shall have been established by Federal, New York or Florida authorities; (e) any event shall

have occurred or shall exist which, in the reasonable opinion of the Representative, would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time, and the Offering Statement cannot be amended in accordance with Section 6(a)(viii) herein in such manner which prevents the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates to be materially adversely affected, in the reasonable opinion of the Representative; (f) legislation shall be enacted, or a decision by a court of the United States, having jurisdiction of the subject matter, shall be rendered, that, in the reasonable opinion of Counsel for the Underwriters, has the effect of requiring the contemplated distribution of the Certificates or any action or instrument pertaining thereto to be registered under the Securities Act of 1933, as amended, or under Florida law, or of requiring the Trust Agreement, or any instrument or act pertaining thereto to be qualified under the Trust Indenture Act of 1939, as amended; (g) there shall have been any materially adverse change in the affairs of the School Board that, in the opinion of the Representative, materially and adversely affects the market price or marketability of the Certificates or the ability of the Underwriters to enforce contracts for the sale of the Certificates; (h) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the United States Securities and Exchange Commission (the "Commission") which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Certificates to be registered under the Securities Act of 1933, as amended, or the Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies; (i) legislation shall be introduced by amendment or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America, having jurisdiction of the subject matter, shall be rendered, or a stop order, ruling, release, regulation, or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter of the Certificates shall have been proposed, issued or made to the effect that the issuance, offering or sale of the Certificates, including all the underlying obligations as contemplated by this Purchase Contract or by the Offering Statement, or any document relating to the issuance, offering or sale of the Certificates is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Certificates, as contemplated by this Purchase Contract; (j) there shall have occurred, after the signing of this Purchase Contract, either a financial crisis or a default with respect to the debt obligations of the School Board, or proceedings under the federal or Florida bankruptcy laws shall have been instituted by the School Board or the Corporation, in either case the effect of which in the reasonable judgment of the Representative, is such as to materially and adversely affect: (1) the market price or the sale at the contemplated offering prices as stated in this Purchase Contract, by the Underwriters of the Certificates or (2) the ability of the Underwriters to enforce contracts for the sale of the Certificates; (k) any United States national securities exchange, or any United States governmental authority, shall impose as to the Certificates or any obligation of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any such governmental authority or by any such national securities exchange; or (l) other than with respect to the litigation described in the Offering Statement, legal action shall have been filed against the School Board or the Corporation from which an adverse ruling would, in the opinion of the Representative, materially adversely affect the transactions contemplated by this Purchase Contract or by the Offering Statement or the validity of the Certificates, the School Board Documents, the Corporation Documents or this Purchase Contract.

10. Expenses.

(a) The School Board agrees to pay all expenses incident to the performance of its obligations under this Purchase Contract, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Purchase Contract) of copies of the Preliminary Offering Statement and Offering Statement; (ii) charges made by rating agencies for the rating of the Certificates; (iii) the fees and disbursements of the Trustee; (iv) the fees and disbursements of Special Counsel, Disclosure Counsel, the Financial Advisor and of any other experts or consultants retained by the School Board; (v) the cost of any consent letters, statements or certificates delivered by the School Board's consultants; (vi) the fees of Digital Assurance Certification, LLC for a continuing disclosure undertaking compliance review; and (vii) out-of-pocket expenses of the School Board or any expenses incurred by the Underwriters on behalf of the School Board's employees and representatives including the expenses of transportation and meals for District representatives to attend pricing meetings which are incidental to implementing this Purchase Contract. The Underwriters' expenses will be paid or reimbursed through the expense component of the Underwriters' discount, including the fees and expenses of Underwriters' counsel.

(b) The Underwriters shall pay expenses related to the initial purchase and sale of the Certificates as follows: (i) all advertising expenses in connection with the public offering of the Certificates; (ii) expenses and fees of its Counsel; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including any fees of SOLVE for a continuing disclosure compliance review.

(c) In the event either the School Board or the Underwriters shall have paid obligations of the other as set forth in this Section, appropriate reimbursement and adjustments shall be made at the time of Closing.

11. Notices. Any notice or other communication to be given to the School Board or the Corporation under this Purchase Contract may be given by delivering the same to the School Board, 215 Manatee Avenue W., Bradenton, Florida 34205, to the attention of the Deputy Superintendent of Business Services and any notice or other communications to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to BofA Securities, Inc., Attention: Tom Cai, One Bryant Park, 12th Floor, New York, NY 10036.

12. Parties in Interest.

(a) This Purchase Contract is made solely for the benefit of the School Board, the Corporation and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements of the School Board and the Corporation contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract, but only to the extent provided by the last paragraph of Section 8 hereof.

(b) No covenant, stipulation, obligation or agreement contained in this Purchase Contract shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the School Board in his individual capacity and neither the members of the School Board nor any official executing this Purchase Contract shall be liable personally under this Purchase Contract or be subject to any personal liability or accountability by reason of the execution hereof.

13. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof on behalf of the School Board and the Corporation by their duly authorized officers and shall be valid and enforceable at the time of such acceptance.

14. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

15. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida, without giving effect to conflicts of law provisions.

16. Entire Agreement. This Purchase Contract when accepted by the School Board and the Corporation in writing as heretofore specified shall constitute the entire agreement between us relating to the subject matter hereof and supersedes all oral statements, prior writings, and representations with respect hereto.

17. Headings. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be part hereof.

[Signature page to follow]

Very truly yours,

BOFA SECURITIES, INC., as
Representative of the Underwriters

By:_____
Tom Cai
Director

This Certificate Purchase Contract for the Certificates is accepted as of the date hereof:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

By: _____
Superintendent

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

ATTEST:

By: _____
Secretary

APPENDIX A

MATURITY SCHEDULE

$[PAR]
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

_____

(1) Yield and Price calculated to first optional prepayment date of July 1, 20____.

APPENDIX B

PREPAYMENT PROVISIONS
OF CERTIFICATES

(a) The Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) Optional Prepayment. The Series 2025A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2025A Certificates maturing on and after July 1, 20__ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2025A Lease Agreement, in whole or in part on July 1, 20__ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2025A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) Mandatory Sinking Fund Prepayment. The Series 2025A Certificates maturing on July 1, 20__ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

Year	Amortization Installment

* Maturity

.

APPENDIX C

DISCLOSURE STATEMENT

The undersigned, BofA Securities, Inc. (the "Representative"), as representative of itself and the other Underwriters (collectively, the "Underwriters") proposes to enter into an agreement with The School Board of Manatee County, Florida, for the purchase of $[PAR] aggregate principal amount of Certificates of Participation, Series 2025A (the "Certificates"), to be completed on this date. Prior to the award of the Certificates, the following information is hereby furnished to the School Board:

1. Set forth is an itemized list of the name and estimated amounts of expenses to be incurred by the Underwriters in connection with the issuance of the Certificates:

	$/1,000	$ Amount
Underwriters' Counsel Fees	$	$
Ipreo		
DTC		
CUSIP		
New York Blue Sky Fee		
Miscellaneous		
TOTAL	$	$

2. Set forth below are the names, addresses and estimated amounts of compensation of all "finders", as defined in Section 218.386, Florida Statutes:

NONE

3. Set forth below is the Management Fee to be paid to the Underwriters in connection with the issuance of the Certificates:

NONE

4. The amount of the underwriting spread expected to be realized is as follows:

	$/1,000	$ Amount
Underwriters' Expenses	$	$
Average Takedown		
TOTAL	$	$

5. Set forth below are all fees, bonuses and other compensation estimated to be paid by the Underwriters on behalf of the School Board from Certificate proceeds in connection with the Certificate issue to all persons not regularly employed or retained by them.

NONE

6. The names and addresses of the Underwriters are as follows:

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, NY 10036

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, FL 33131

Jefferies LLC
200 South Orange Avenue, Suite 1440
Orlando, FL 32801

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement this ____ day of _____, 2025.

BOFA SECURITIES, INC., as
Representative of the Underwriters

By: _____
Tom Cai
Director

SCHEDULE 1 TO APPENDIX C

TRUTH-IN-BONDING STATEMENT

[SALE DATE], 2025

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re:

$[PAR]
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a
Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the School Board of the above-captioned Certificates of Participation (the "Certificates"), BofA Securities, Inc., as representative of the Underwriters (the "Representative"), is underwriting a public offering of the Certificates pursuant to a Certificate Purchase Contract (the "Purchase Contract"), dated [SALE DATE], 2025, between the Underwriters, the Corporation and the School Board.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

The Certificates will be issued for the purposes which are more described in the Purchase Contract. This debt or obligation is expected to be repaid over a period of approximately [___] years and [___] month. At a true interest cost of approximately [_____]%, total interest paid over the life of the debt or obligation will be $[_____].

The Certificates are expected to be paid solely from the Basic Rent Payments payable under the Series 2025A Lease (as defined in the Purchase Contract). All such Basic Rent Payments are subject to annual appropriation by the School Board, and other funds provided therefor in the Trust Agreement (as defined in the Purchase Contract).

The Certificates are not secured by a pledge of the faith and credit of the Corporation, of the School Board or of the State of Florida or of any political subdivision thereof, and do not create an indebtedness of the State or of any political subdivision thereof. Approving the Certificates and entering into the Series 2025A Lease (the "Series 2025A Lease") will result in approximately $[_____] (representing the average annual lease payments with respect to the Certificates) of such funds of the School Board not being available for other services or purposes of the School Board each year the Series 2025A Lease are in effect, but in no event for longer than approximately [___] years and [___] month.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Certificates.

Very truly yours,

BofA Securities, Inc., as Representative of the Underwriters

By: _____
Tom Cai
Director

[SIGNATURE PAGE TO TRUTH IN BONDING STATEMENT]

APPENDIX D

FORM OF ISSUE PRICE CERTIFICATE

$[PAR]
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a
Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

ISSUE PRICE CERTIFICATE

The undersigned, BofA Securities, Inc. (the "Representative"), on behalf of itself and J.P. Morgan Securities LLC, Jefferies LLC and Raymond James & Associates, Inc. (collectively, the "Underwriting Group") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

1. [Alternative 1[1] – All Maturities Use General Rule: ***Sale of the Certificates***. As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule I.][Alternative 2[2] – Select Maturities Use General Rule: ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule I.]

2. ***Initial Offering Price of the [Certificates] [Hold-the-Offering-Price Maturities]***

(a) [Alternative 1[3] – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Certificates to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule II.] [Alternative 2[4] – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule II.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Certificates, they would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution

[1] If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

[2] If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

[3] If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

[4] Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any Maturity of the unsold Certificates at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any unsold Certificates of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.]

3. ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Certificates listed in Schedule I hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule I hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the [SALE DATE], 2025), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means The School Board of Manatee County, Florida.

(b) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is [SALE DATE], 2025.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Nabors, Giblin & Nickerson, P.A., Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC.

By:_____
Tom Cai
Director

Dated: [CLOSING DATE], 2025.

SCHEDULE I

MATURITY SCHEDULE

$[PAR]
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

GENERAL RULE MATURITIES

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

_____
(1) Yield and Price calculated to first optional prepayment date of July 1, 2033.

HOLD-THE-OFFERING-PRICE MATURITIES

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

_____
(1) Yield and Price calculated to first optional prepayment date of July 1, 2033.

SCHEDULE II

PRICING WIRE

EXHIBIT E

FORM OF FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607

FOURTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

by and between

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

Dated [MONTH] 1, 2025

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FOURTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

THIS FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT, is made and entered into on **[**MONTH**]** 1, 2025, by and between the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit corporation duly organized and validly existing under the laws of the State of Florida (the "Corporation") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers duly qualified to enter into this Fourteenth Amendment to Assignment of Lease Agreement, not in its individual capacity but solely as successor trustee (the "Trustee");

W I T N E S S E T H:

In the joint and initial exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

SECTION 1. RECITALS. (a) The Corporation and The School Board of Manatee County, Florida (the "Board") have entered into the Master Lease-Purchase Agreement, dated as of June 1, 1996 (which, together with all amendments and Lease Schedules thereto, shall be referred to herein as the "Lease Agreement"), between the Corporation and the Board, whereby the Corporation has agreed to lease to the Board, and the Board has agreed to lease from the Corporation, the Projects, as described in the Lease Agreement.

(b) The Corporation and Trustee have entered into the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented as hereinafter described (the "Assignment Agreement"), which Assignment Agreement has been recorded at Official Records Book 1492, page 2362, of the Public Records of Manatee County, Florida.

(c) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 1996 by entering into the First Amendment to Assignment of Lease Agreement, dated as of January 1, 1998 (the "First Amendment to Assignment Agreement"), which First Amendment to Assignment Agreement has been recorded at Official Records Book 1541, page 4859, of the Public Records of Manatee County, Florida.

(d) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2004-QZAB by entering into the Second Amendment to Assignment of Lease Agreement, dated as of July 22, 2004 (the "Second Amendment to Assignment Agreement"), which Second Amendment to Assignment Agreement has been

recorded at Official Records Book 1945, page 4536, of the Public Records of Manatee County, Florida.

(e) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005A by entering into the Third Amendment to Assignment of Lease Agreement, dated as of March 1, 2005 (the "Third Amendment to Assignment Agreement"), which Third Amendment to Assignment Agreement has been recorded at Official Records Book 2006, page 1498, of the Public Records of Manatee County, Florida.

(f) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005-QZAB by entering into the Fourth Amendment to Assignment of Lease Agreement, dated as of December 20, 2005 (the "Fourth Amendment to Assignment Agreement"), which Fourth Amendment to Assignment Agreement has been recorded at Official Records Book 02094, page 1677, of the Public Records of Manatee County, Florida.

(g) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2007 by entering into the Fifth Amendment to Assignment of Lease Agreement, dated as May 1, 2007 (the "Fifth Amendment to Assignment Agreement"), which Fifth Amendment to Assignment Agreement has been recorded at Official Records Book 02208, Page 7071, of the Public Records of Manatee County, Florida.

(h) The Corporation and Trustee amended the Assignment Agreement to acknowledge Second Amended and Restated Lease Schedule No. 1996 by entering into the Sixth Amendment to Assignment of Lease Agreement, dated as February 1, 2008 (the "Sixth Amendment to Assignment Agreement"), which Sixth Amendment to Assignment Agreement has been recorded at Official Records Book 02250, Page 0625, of the Public Records of Manatee County, Florida.

(i) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2009 by entering into the Seventh Amendment to Assignment of Lease Agreement, dated as of May 1, 2009 (the "Seventh Amendment to Assignment Agreement"), which Seventh Amendment to Assignment Agreement has been recorded at Official Records Book 02299, Page 7111, of the Public Records of Manatee County, Florida.

(j) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2010A by entering into the Eighth Amendment to Assignment of Lease Agreement, dated as of October 1, 2010 (the "Eighth Amendment to Assignment Agreement"), which Eighth Amendment to Assignment Agreement has been recorded at Official Records Book 02357, Page 6787, of the Public Records of Manatee County, Florida.

(k) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2011A by entering into the Ninth Amendment to Assignment of Lease Agreement, dated as of May 1, 2011 (the "Ninth Amendment to Assignment Agreement"), which Ninth Amendment to Assignment Agreement has been recorded at Official Records Book 2379, Page 3265, of the Public Records of Manatee County, Florida.

(l) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2005A and Amended and Restated Lease Schedule No. 2007 by entering into the Tenth Amendment to Assignment of Lease Agreement, dated as of December 1, 2015 (the "Tenth Amendment to Assignment Agreement"), which Tenth Amendment to Assignment Agreement has been recorded at Official Records Book 2600, Page 1368, of the Public Records of Manatee County, Florida.

(m) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2009 by entering into the Eleventh Amendment to Assignment of Lease Agreement, dated as of October 1, 2016 (the "Eleventh Amendment to Assignment Agreement"), which Eleventh Amendment to Assignment Agreement has been recorded at Official Records Book 2646, Page 78, of the Public Records of Manatee County, Florida.

(n) The Corporation and Trustee amended the Assignment Agreement to acknowledge Third Amended and Restated Lease Schedule No. 1996 and Amended and Restated Lease Schedule No. 2011A by entering into the Twelfth Amendment to Assignment of Lease Agreement, dated December 20, 2017 (the "Twelfth Amendment to Assignment Agreement"), which Twelfth Amendment to Assignment Agreement has been recorded at Official Records Book 2706, Page 5474, of the Public Records of Manatee County, Florida.

(o) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2023A by entering into the Thirteenth Amendment to Assignment of Lease Agreement, dated as of May 1, 2023 (the "Thirteenth Amendment to Assignment Agreement"), which Thirteenth Amendment to Assignment Agreement has been recorded at Official Records Book 1492, Page 2362, of the Public Records of Manatee County, Florida.

(p) The Corporation and the Trustee deem it necessary to further amend the Assignment Agreement to acknowledge Lease Schedule No. 2025A by entering into this Fourteenth Amendment to Assignment of Lease Agreement (the "Fourteenth Amendment to Assignment Agreement").

(q) The Certificates shall be issued from time to time in order to finance and refinance the acquisition, construction and installation of the Projects and the proceeds of

the Certificates shall be deposited with the Trustee and shall be held and applied in accordance with the Trust Agreement.

(r) Pursuant to the Lease Agreement, the Board is obligated to make certain Lease Payments to the Corporation, or its assignee. In order to secure the Certificates, the Corporation is willing to assign and transfer its rights and interests under the Lease Agreement to the Trustee for the benefit of the Owners of the respective Certificates.

(s) Each of the parties hereto has authority to enter into this Fourteenth Amendment to Assignment Agreement and has taken all actions necessary to authorize its officer to enter into it.

(t) The capitalized words and terms used in this Fourteenth Amendment to Assignment Agreement, but not otherwise defined herein, shall have the meanings assigned to such words and terms in Exhibit A to the Lease Agreement.

SECTION 2. ASSIGNMENT. The Corporation, for good and valuable consideration received, does hereby irrevocably sell, assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in the Lease Agreement, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2025A (other than the right to receive indemnification pursuant to the Lease Agreement, the right to enter into Lease Schedules from time to time and its obligations provided in Section 6.03 of the Lease Agreement), including its right to receive Lease Payments from the Board under the Lease Agreement and its right to use, sell and re-let the Projects (under the circumstances contemplated by the Lease Agreement), and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement. All rights of the Corporation in each Lease Schedule shall be assigned to the Trustee upon execution and delivery thereof. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. Except for any Lease Schedules which are hereafter attached to the Lease Agreement and hereafter assigned by the Corporation to the Trustee pursuant to an amendment to the Assignment of Lease Agreement, as previously amended and supplemented, the sale, assignment and conveyance of the rights, title and interest of the Corporation under and to the Lease Agreement are immediately complete and effective for all purposes.

SECTION 3. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates and securing the rights of the Owners of the Certificates issued pursuant to the Trust Agreement.

SECTION 4. CORPORATION'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. The Corporation hereby confirms that the representations, warranties, and covenants of the Corporation set forth in Section 5 of the Assignment Agreement are true and correct and in full force as of the date hereof.

SECTION 5. CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE. Except as herein expressly amended and supplemented, the Assignment Agreement and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of this Fourteenth Amendment to Assignment Agreement and the Assignment Agreement, the terms of this Fourteenth Amendment to Assignment Agreement shall govern.

SECTION 6. COUNTERPARTS. This Fourteenth Amendment to Assignment Agreement may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Fourteenth Amendment to Assignment Agreement. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. LAW. This Fourteenth Amendment to Assignment Agreement shall be construed under the laws of the State of Florida.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Fourteenth Amendment to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

(SEAL)

Witness: _____

Name: _____

Witness: _____

Name: _____

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

By: _____
Name: _____
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

ATTEST:

By: _____
Name: Dr. Jason Wysong
Title: Secretary/Treasurer
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Name: _____
Title: Assistant Vice President
Address: 225 Water Street, Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT F

FORM OF PRELIMINARY OFFERING STATEMENT

PRELIMINARY OFFERING STATEMENT DATED _____, 2025

[DAC LOGO]

NEW ISSUE – BOOK ENTRY ONLY

Ratings: See "RATINGS" herein

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, assuming continuing compliance by the Board with various covenants in the Series 2025A Trust Agreement and the Series 2025A Lease Agreement (each as defined herein), under existing statutes, regulations, rulings and court decisions and subject to the conditions described under "TAX MATTERS" herein, the Interest Component of Basic Rent Payments received by the Owners of the Series 2025A Certificates is (a) excludable from gross income for federal tax purposes, except as otherwise described under the caption "TAX MATTERS," and (b) is not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, the Interest Component of Basic Rent Payments is taken into account in determining the annual adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations. Such interest portion also may be subject to other federal tax consequences of ownership of the Series 2025A Certificates. No opinion is expressed with respect to the federal income tax consequences of any payments received with respect to the Series 2025A Certificates following termination of the Series 2025A Lease Agreement as a result of an Event of Non-Appropriation or Event of Default thereunder. See "TAX MATTERS" herein for a discussion of Special Counsel's opinion.

**$_____*
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of Owners
thereof in Basic Rent Payments to be made under a Master Lease-Purchase
Agreement by The School Board of Manatee County, Florida**

Dated: Date of Delivery **Due: July 1, as shown on the inside cover**

The Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A (the "Series 2025A Certificates") evidence undivided proportionate interests in Basic Rent Payments (as defined herein) to be made by The School Board of Manatee County, Florida (the "Board"), acting as the governing body of the School District of Manatee County, Florida (the "District"), under a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented from time to time (the "Master Lease"), with the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation (the "Corporation"), as particularly amended and supplemented by Lease Schedule No. 2025A, dated as of _____ 1, 2025 (the "Lease Schedule No. 2025A" and, together with the Master Lease, the "Series 2025A Lease Agreement"). The Series 2025A Certificates are being issued to finance (including through reimbursement) a portion of the cost of acquisition, construction, and installation of the Series 2025A Project (as defined herein) and to pay costs associated with the issuance of the Series 2025A Certificates, including a municipal bond insurance policy premium, if any.

The Series 2025A Certificates are being issued by U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as fully registered certificates pursuant to the provisions of a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented from time to time (the "Master Trust Agreement"), and particularly as amended and supplemented by the Series 2025A Supplemental Trust Agreement, dated as of _____ 1, 2025 (collectively, the "Series 2025A Trust Agreement"), each among the Board, the Trustee, and the Corporation. The interest on the Series 2025A Certificates is payable on January 1 and July 1 of each year, commencing _____ 1, 2025 (each, a "Payment Date"). Interest will be paid by check or draft of the Trustee, as Paying Agent and Registrar, mailed on each Payment Date to Owners listed in the registration books maintained by the Trustee on the 15th day of the month (whether or not a Business Day) next

preceding each Payment Date. The principal of the Series 2025A Certificates is payable to Owners upon presentation, when due, at maturity or earlier prepayment, at the corporate trust office of the Trustee in Jacksonville, Florida. The Series 2025A Certificates are being issued in denominations of $5,000, or any integral multiple thereof, and will initially be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Series 2025A Certificates (the "Beneficial Owners") will not receive physical delivery of the Series 2025A Certificates and ownership by the Beneficial Owners of the Series 2025A Certificates will only be evidenced by the book-entry procedures of DTC. As long as Cede & Co. (or other approved nominee) is the registered owner as nominee of DTC, principal and interest payments will be made directly to such registered owner, which will, in turn, remit such payments to the DTC's participants for subsequent disbursement to the Beneficial Owners.

Certain of the Series 2025A Certificates may be subject to optional prepayment and mandatory sinking fund prepayment prior to their stated maturities as set forth herein. See "DESCRIPTION OF THE SERIES 2025A CERTIFICATES" herein.

THE BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE MONEYS TO MAKE BASIC RENT PAYMENTS. THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE SERIES 2025A CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES AND NEITHER THE BOARD, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER THE SERIES 2025A LEASE AGREEMENT EXCEPT FROM AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD. THE SERIES 2025A CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE SERIES 2025A LEASE AGREEMENT AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE SERIES 2025A LEASE AGREEMENT DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE ISSUANCE OF THE SERIES 2025A CERTIFICATES WILL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATSOEVER THEREFOR AND THE OWNERS OF THE SERIES 2025A CERTIFICATES WILL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION OF THE BOARD OR ANY OTHER GOVERNMENT ENTITY. SEE "RISK FACTORS" HEREIN.

The scheduled payment of principal of and interest on the Series 2025A Certificates when due may be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2025A Certificates by _____ (the "Insurer"). For a discussion of the terms and provisions of the Policy, including the limitation thereof, see "MUNICIPAL BOND INSURANCE POLICY OPTION" herein. *The Board will make the determination of whether to purchase the Policy to insure all or a portion of the Series 2025A Certificates, if any, at the time the Series 2025A Certificates are priced.*

[LOGO]

The cover and inside cover pages contain certain information for quick reference only. They are not, and are not intended to be, a summary of the transaction. Investors must read the entire Offering Statement, including the appendices, to obtain information essential to the making of an informed investment decision.

The Series 2025A Certificates are offered when, as and if delivered and received by the Underwriters, subject to an approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, and certain other conditions. Certain legal matters will be passed upon for the Board and the Corporation by their Counsel, Dye Harrison Knowles Kirkland Pratt & DePaola PLLC, Bradenton, Florida. Certain legal matters will be passed upon for the Board by its Disclosure Counsel, Bryant Miller Olive P.A., Tampa, Florida. Certain legal matters will be passed upon for the Underwriters by their Counsel, Greenberg Traurig, P.A., Miami, Florida. PFM Financial Advisors LLC, Orlando, Florida will act as Financial Advisor to the Board. The Series 2025A Certificates are expected to be delivered to the Underwriters through the facilities of The Depository Trust Company in New York, New York on or about _____, 2025.

BofA Securities

J.P. Morgan **Jefferies** **Raymond James**

Dated: _____, 2025

_____

*Preliminary, subject to change.

RED HERRING LANGUAGE:

This Preliminary Offering Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Offering Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2025A Certificates in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The Board has deemed this Preliminary Offering Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, YIELDS, PRICES, AND INITIAL CUSIP NUMBERS

$_____* Serial Series 2025A Certificates

Maturity (July 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP Numbers**
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					

_____

* Preliminary, subject to change.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by S&P Global Market Intelligence, a division of S&P Global Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Board or the Underwriters and are included solely for the convenience of the holders of the Series 2025A Certificates. Neither the Board nor the Underwriters are responsible for the selection or uses of the CUSIP numbers, and no representation is made as to their correctness on the Series 2025A Certificates or as indicated above. The CUSIP numbers are subject to being changed after execution and delivery of the Series 2025A Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2025A Certificates.

ADDITIONAL INFORMATION

The Series 2025A Lease Agreement has an original lease term, which commences as of the date of delivery of the Series 2025A Certificates and continues through and including June 30, 20__, and is automatically renewable annually through June 30, 20__, unless sooner terminated as described herein. In addition to the Series 2025A Lease Agreement, the Board has previously entered into the Series 2007 Lease Agreement, the Series 2009 Lease Agreement, the Series 2010A-QSCB Lease Agreement, the Series 2011A Lease Agreement, and the Series 2023A Lease Agreement (each as described herein) and may enter into other leases under the Master Lease. For the Fiscal Year 2024-25, there are approximately _____ schools and _____ additions to _____ schools leased under the Master Lease. Based on the District's budgeted unweighted full time equivalent enrollment for Fiscal Year 2024-25 of approximately 56,470 students, approximately _____% of the District's students are attending classes in, or otherwise utilizing, the facilities leased under the Master Lease. Such percentage does not include the additional students that are expected to attend classes in, or otherwise utilize, the educational facilities constituting [the Series 2023A Project and] the Series 2025A Project upon completion of such facilities. To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students budgeted for the Fiscal Year 2024-25 was used; for the additions or improvements, the number of student stations attributable to each specific classroom budgeted for Fiscal Year 2024-25 based on the type of school (elementary, middle, K-8 or high), but does not include cafeterias, media centers, and other facilities that do not have any student stations attributable to them. Additionally, upon completion of the Series 2025A Project, approximately _____% of all student stations in the District will be utilizing educational facilities subject to the Master Lease.

The Board may not budget and appropriate for only a portion of the Projects (as defined herein) leased under the Master Lease; it must budget and appropriate for all Projects or none of them. Upon the occurrence of an Event of Non-Appropriation, the Lease Term of the Series 2025A Lease Agreement shall, and upon the occurrence of an Event of Default may, be terminated with respect the Series 2025A Project and the Series 2025A Certificates. Upon any such termination, any proceeds of the disposition of leased Projects will be applied to the payment of the related Certificates (as defined herein), all as further described herein. In no event will owners of Certificates have any interest in or right to any proceeds of the disposition of facilities leased under any Lease Schedule (as defined herein) other than the Lease Schedule related to the respective Project. Following termination of the Series 2025A Lease Agreement, transfers of the Series 2025A Certificates may be subject to compliance with the registration provisions of state and federal securities laws (see "TAX MATTERS" and "RISK FACTORS" herein).

No opinion is expressed by Special Counsel as to tax exemption or the effect of securities laws with respect to the Series 2025A Certificates following an Event of Non-Appropriation or Events of Default under the Master Lease, which results in termination of the Series 2025A Lease Agreement. Termination of the Series 2025A Lease Agreement will not result in termination of the municipal bond insurance policy, if any (see "MUNICIPAL BOND INSURANCE POLICY OPTION" herein).

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
BRADENTON, FLORIDA

BOARD MEMBERS

Chad Choate III, Chair
Cindy Spray, Vice Chair
Gina Messenger
Mary Foreman
Richard Tatem[(1)]

DISTRICT OFFICIALS

Dr. Jason C. Wysong – Superintendent of Schools
Rachel Sellers – Deputy Superintendent of Business Services
Catherine Miley Hayden – Director of Finance

COUNSEL TO THE BOARD AND THE CORPORATION

Dye Harrison Knowles Kirkland Pratt & DePaola PLLC
Bradenton, Florida

SPECIAL COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISCLOSURE COUNSEL

Bryant Miller Olive P.A.
Tampa, Florida

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Orlando, Florida

TRUSTEE, REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Jacksonville, Florida

[(1)] Mr. Tatem tendered his resignation from the Board on May 30, 2024, to run for the Florida House District 72 seat, but his resignation does not take effect until November 5, 2024. Since the remainder of Mr. Tatem's term is less than 28 months, his seat will be filled through appointment by the governor's office.

This Offering Statement does not constitute an offer to sell the Series 2025A Certificates in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, broker, sales representative, or other person has been authorized by the Board or the Underwriters to give any information or make any representations other than as contained in this Offering Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Offering Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of the Series 2025A Certificates by any person in any jurisdiction to which it is unlawful for such person to make such offer, solicitation, or sale.

The information contained in this Offering Statement has been obtained from the Board, DTC, and other sources that are considered to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct. The information relating to DTC is not to be construed as a representation of the Board, the Corporation, the Trustee, the Financial Advisor, or the Underwriters. Any statements in this Offering Statement involving estimates, assumptions, and matters of opinion, whether or not so expressly stated, are intended as such and not as representations of fact, and the Board, the Corporation, the Trustee, the Financial Advisor, and the Underwriters expressly make no representations that such estimates, assumptions, and opinions will be realized or fulfilled. Neither the Auditor General of the State of Florida nor any other independent accountants have compiled, examined, or performed any procedures with respect to any projected, forecasted, or estimated financial information contained in this Offering Statement, nor have they expressed any opinion or any other form of assurance on such information or its achievability and assume no responsibility for, and disclaim any association with, any projected or estimated financial information. Any information, estimates, assumptions, and matters of opinion contained in this Offering Statement are subject to change without notice, and neither the delivery of this Offering Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Board since the date hereof or the earliest date as of which such information was given.

The Underwriters have provided the following sentence for inclusion in this Offering Statement. The Underwriters have reviewed the information in this Offering Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Insurer makes no representation regarding the Series 2025A Certificates or the advisability of investing in the Series 2025A Certificates. In addition, the Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Offering Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer, supplied by the Insurer and presented under the heading "MUNICIPAL BOND INSURANCE POLICY OPTION" and "APPENDIX I – FORM OF SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2025A CERTIFICATES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION") OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE BOARD, THE DISTRICT, THE CORPORATION, AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2025A CERTIFICATES HAVE NOT BEEN APPROVED OR DISAPPROVED

BY THE COMMISSION OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFERING STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE BOARD OR THE UNDERWRITERS AND ANY ONE OR MORE HOLDERS OF THE SERIES 2025A CERTIFICATES.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFERING STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY, OR IMPORTANCE, AND THIS OFFERING STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFERING STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT, OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFERING STATEMENT. THE OFFERING OF THE SERIES 2025A CERTIFICATES IS MADE ONLY BY MEANS OF THIS ENTIRE OFFERING STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFERING STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET," OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE BOARD DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS, OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFERING STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW. MUNIOS. COM AND WWW. EMMA. MSRB. ORG. THIS OFFERING STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFERING STATEMENT FOR PURPOSES OF RULE 15c2-12.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2025A Certificates are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

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OFFERING STATEMENT
RELATED TO

$_____*
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of Owners
thereof in Basic Rent Payments to be made under a Master Lease-Purchase
Agreement by The School Board of Manatee County, Florida

INTRODUCTION

General

This Offering Statement, including the cover page, inside cover pages, and appendices hereto, is provided to furnish information with respect to The School Board of Manatee County, Florida (the "Board"), the governing body of the School District of Manatee County, Florida (the "District"), and the sale and delivery of the Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A (the "Series 2025A Certificates"), which are being issued in the aggregate principal amount of $_____* pursuant to a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Trust Agreement"), and as particularly amended and supplemented by the Series 2025A Supplemental Trust Agreement, dated as of _____ 1, 2025 (the "Series 2025A Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Series 2025A Trust Agreement"), each by and among the Board, the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation (the "Corporation"), as lessor, and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), who is also serving as Paying Agent and Registrar for the Series 2025A Certificates.

The Series 2025A Lease Agreement

The Series 2025A Certificates represent undivided proportionate interests of the owners thereof in the right to receive Basic Rent Payments (as defined herein) payable under the Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Lease"), and as particularly amended and supplemented by the Lease Schedule No. 2025A, dated as of _____ 1, 2025 (the "Lease Schedule No. 2025A " and, together with the Master Lease, the "Series 2025A Lease Agreement"), each by and between the Corporation and the Board. The Series 2025A Lease Agreement relates to the Series 2025A Project (as defined herein), commences on the date of delivery of the Series 2025A Certificates and will continue through and including June 30, 20__, and is automatically renewable annually through June 30, 20__, unless earlier terminated in accordance with the Series 2025A Lease Agreement.

The Board is leasing the sites on which certain components of the Series 2025A Project are located (the "Premises") to the Corporation pursuant to a Ground Lease Agreement, dated as of _____, 2025 (the "Series 2025A Ground Lease"), by and between the Board and the Corporation. Pursuant to the Assignment of Ground Lease, dated as of _____, 2025 (the "Series 2025A Ground Lease

* Preliminary, subject to change.

Assignment"), the Corporation is assigning its interests under the Series 2025A Ground Lease to the Trustee. See "APPENDIX F – FORMS OF SERIES 2025A GROUND LEASE AND SERIES 2025A GROUND LEASE ASSIGNMENT."

The rights, title, and interest of the Corporation in the Series 2025A Lease Agreement, including the right of the Corporation to receive Basic Rent (herein defined), to use, sell, and relet the Projects and to exercise remedies thereunder and under the Series 2025A Ground Lease, other than its rights to indemnification, its right to enter into additional Lease Schedules, and its obligation not to impair the tax status of the Series 2025A Certificates, have been irrevocably assigned by outright assignment to the Trustee pursuant to an Assignment of Lease Agreement, dated as of June 1, 1996, as amended (the "Assignment of Lease Agreement"), and as particularly amended by the Fourteenth Amendment to Assignment of Lease Agreement, dated as of _____ 1, 2025 (the "Fourteenth Amendment to Assignment of Lease Agreement" and, together with the Assignment of Lease Agreement, the "Series 2025A Assignment"), by and between the Corporation and the Trustee. See "APPENDIX E – ASSIGNMENT OF LEASE AGREEMENT AND FORM OF FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT."

The Prior Leases

In addition to the Series 2025A Lease Agreement, the Board has previously entered into (i) Amended and Restated Lease Schedule No. 2007, dated as of December 1, 2015 (the "Lease Schedule No. 2007" and, together with the Master Lease, the "Series 2007 Lease Agreement"), pursuant to which the Board refinanced a portion of the cost of certain educational and related facilities described therein (the "Series 2007 Project"); (ii) Amended and Restated Lease Schedule No. 2009, dated as of May 1, 2009 (the "Lease Schedule No. 2009" and, together with the Master Lease, the "Series 2009 Lease Agreement"), pursuant to which the Board refinanced a portion of the cost of certain educational and related facilities described therein (the "Series 2009 Project"); (iii) Lease Schedule No. 2010A-QSCB, dated as of October 1, 2010 (the "Lease Schedule No. 2010A-QSCB" and, together with the Master Lease, the "Series 2010A-QSCB Lease Agreement"), pursuant to which the Board financed a portion of the cost of certain educational and related facilities described therein (the "Series 2010A-QSCB Project"); (iv) Amended and Restated Lease Schedule No. 2011A, dated as of December 20, 2017 (the "Lease Schedule No. 2011A" and, together with the Master Lease, the "Series 2011A Lease Agreement"), pursuant to which the Board refinanced a portion of the cost of certain educational and related facilities described therein (the "Series 2011A Project"); and (v) Lease Schedule No. 2023A, dated as of May 1, 2023 (the "Lease Schedule No. 2023A", and together with the Master Lease, the "Series 2023A Lease Agreement"), pursuant to with the Board financed a portion of the cost of certain educational and related facilities described therein (the "Series 2023A Project"). The Series 2007 Lease Agreement, the Series 2009 Lease Agreement, the Series 2010A-QSCB Lease Agreement, the Series 2011A Lease Agreement, and the Series 2023A Lease Agreement are collectively referred to herein as the "Prior Leases." The Series 2007 Project, the Series 2009 Project, the Series 2010A-QSCB Project, the Series 2011A Project, and the 2023A Project are collectively referred to herein as the "Prior Projects." See "THE MASTER LEASED PROJECTS" and "PRIOR PROJECTS UNDER THE MASTER LEASE" herein for a description of the terms and provisions of the Prior Leases and the Projects financed thereunder.

The following table provides a summary of the Lease Schedules expected to be in effect following delivery of the Series 2025A Certificates, the designation of the Projects being lease-purchased by the Board under each Lease Schedule, the final term of each Lease Schedule, the related Series of Certificates and the outstanding principal amount of each such related Series of Certificates.

Lease Schedule	Related Project	Final Renewal Term Ending Date	Related Series of Certificates	Principal Amount Outstanding
Series 2007	Series 2007	June 30, 2027	Series 2015	$_____
Series 2009	Series 2009	June 30, 2029	Series 2016A	_____
Series 2010A-QSCB[1]	Series 2010A-QSCB	October 1, 2029	Series 2010A-QSCB	_____ [2]
Series 2011A	Series 2011A	June 30, 2031	Series 2017A	_____
Series 2023A	Series 2023A	June 30, 2038	Series 2023A	_____
Series 2025A	Series 2025A	June 30, 20__	Series 2025A	$_____ [3]
Total				$_____ [3]

_____

[1] The Board designated the Series 2010A-QSCB Lease Agreement as a "qualified school construction bond" ("QSCB") pursuant to Section 54F of the Internal Revenue Code of 1986, as amended (the "Code"). Pursuant to Section 6431 of the Code, the Board made an election to qualify to receive federal subsidy payments from the United States Treasury pursuant to Section 6431(f) of the Code (the "Interest Subsidy") on each interest payment date for the Series 2010A-QSCB Certificates. The expected Interest Subsidy will be in an amount equal to the lesser of the amount of interest payable with respect to the Series 2010A-QSCB Certificates on such date or the amount of interest which would have been payable with respect to the Series 2010A-QSCB Certificates if the interest were determined at the applicable tax credit rate for the Series 2010A-QSCB Certificates pursuant to Section 54A(b)(3) of the Code. See "RISK FACTORS – Effect of Sequestration on Lease Payments" herein.

[2] The listed principal amount represents the aggregate principal amount currently outstanding. The Board is obligated to continue to make annual Lease Payment deposits (net of investment earnings) on each October 1 thereafter, through and including the maturity date of October 1, 2029. It is anticipated that such deposits, plus investment earnings thereon, will be sufficient to pay the Series 2010A-QSCB Certificates at maturity on October 1, 2029. See "CERTIFICATE PAYMENT SCHEDULE" herein.

[3] Preliminary, subject to change.

Continuing Disclosure

The Board has agreed and will undertake, for the benefit of Series 2025A Certificate Owners, to provide certain annual financial information and operating data and notices of certain events when and if they occur relating to the District and the Series 2025A Certificates pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"). See "CONTINUING DISCLOSURE" herein.

Municipal Bond Insurance Policy Option

The scheduled payment of principal of and interest on the Series 2025A Certificates when due may be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Series 2025A Certificates by _____ (the "Insurer"). For a discussion of the terms and provisions of the Policy, including the limitation thereof, see "MUNICIPAL BOND INSURANCE POLICY OPTION" herein. *The Board will make the determination of whether to purchase the Policy to insure all or a portion of the Series 2025A Certificates, if any, at the time the Series 2025A Certificates are priced.*

Other Information

Brief descriptions of the Board, the District, and the Series 2025A Project are included in this Offering Statement together with summaries of certain provisions of the Series 2025A Certificates, the Series 2025A Lease Agreement, the Series 2025A Trust Agreement, the Series 2025A Assignment, the Series 2025A Ground Lease, and the Series 2025A Ground Lease Assignment. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to the Series 2025A Certificates, the Series 2025A Lease Agreement, the Series 2025A Trust Agreement, the Series 2025A Assignment, the Series 2025A Ground Lease, and the Series 2025A Ground Lease Assignment are qualified in their entirety by reference to the respective complete documents. Copies of forms of the Series 2025A Trust Agreement, the Series 2025A Lease Agreement, the Series 2025A Assignment, the Series 2025A Ground Lease, and the Series 2025A Ground Lease Assignment are included herein as Appendices D, E, F, and G, respectively.

Unless otherwise indicated, capitalized terms used in this Offering Statement shall have the same meanings established in the documents referenced in the foregoing paragraph. See "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT" attached hereto.

AUTHORIZATION

Pursuant to the applicable provisions of the laws of the State of Florida (the "State"), including particularly Chapters 1000 through 1013, Florida Statutes (collectively, the "Act"), and the judicial decisions related thereto, the Board has the power and authority to enter into transactions such as that contemplated by the Series 2025A Lease Agreement, the Series 2025A Ground Lease, and the Series 2025A Trust Agreement. The Board authorized doing so pursuant to a resolution duly adopted by the Board on October 22, 2024 (the "Resolution").

PURPOSE OF THE SERIES 2025A CERTIFICATES

The Series 2025A Certificates are being issued (i) to finance (including through reimbursement) a portion of the cost of the acquisition, construction, installation, and/or equipping of the Series 2025A Project, and (ii) to pay certain costs and expenses associated with the issuance of the Series 2025A Certificates. See "THE SERIES 2025A PROJECT" herein.

DESCRIPTION OF THE SERIES 2025A CERTIFICATES

General

The Series 2025A Certificates will be dated the date of delivery, will mature in the years and principal amounts and accrue interest at the fixed interest rates set forth on the inside cover page of this Offering Statement. The Series 2025A Certificates will initially be issued exclusively in "book-entry" form and ownership of one fully registered Series 2025A Certificate for each maturity as set forth on the inside cover page, each in the aggregate principal amount of such maturity, will be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, New York, New York ("DTC"). The principal of and interest on the Series 2025A Certificates are payable in the manner set forth under "THE DESCRIPTION OF THE SERIES 2025A CERTIFICATES – Book-Entry Only System" herein. Individual

purchases of the Series 2025A Certificates will be made in increments of $5,000 or integral multiples thereof.

The interest due on the Series 2025A Certificates is payable on January 1 and July 1 of each year, commencing _____ 1, 20__ (each, a "Payment Date"), to and including the date of maturity or earlier prepayment thereof. Such interest portion represents an undivided proportionate interest in the Interest Component of Basic Rent Payments due on the December 15 and June 15 prior to each Payment Date, commencing _____ 15, 20__, to and including the maturity or earlier prepayment of the Series 2025A Certificates under the Series 2025A Lease Agreement. The interest on the Series 2025A Certificates will be computed on the basis of a 360-day year comprised of twelve 30-day months. The principal of the Series 2025A Certificates is payable July 1 of each year, commencing _____ 1, 20__, to and including the date of maturity or earlier prepayment of the Series 2025A Certificates. The Principal Component of Basic Rent Payments represented by the Series 2025A Certificates represents an undivided proportionate interest in the Principal Component of Basic Rent Payments due on June 15 of each year, to and including the maturity date or earlier prepayment of the Series 2025A Certificates under the Series 2025A Lease Agreement.

The principal or Prepayment Price of the Series 2025A Certificates is payable at the Principal Office of the Trustee in Jacksonville, Florida. Payment of the principal of the Series 2025A Certificates shall be made upon the presentation and surrender of such Series 2025A Certificates as the same shall become due and payable. Payment of interest on the Series 2025A Certificates shall be by check or draft mailed on each Payment Date to the Owner as of the close of business on the 15th day of the month (whether or not a Business Day) next preceding each Payment Date (the "Record Date") at the address as it appears on the Certificate Register maintained by the Trustee; except that, if and to the extent that there shall be a default in payment of interest due on such Payment Date, such defaulted interest payment shall be paid to the Owners in whose name any such Series 2025A Certificates are registered at the close of business on the 15th day preceding the date of payment of such defaulted interest payment; provided however, that at the request and expense of the Owner of $1,000,000 or more in aggregate principal amount of Outstanding Series 2025A Certificates, interest shall be paid by wire transfer on the interest Payment Date to a bank account located in the continental United States and designated in writing to the Trustee by said Owner five days prior to such interest Payment Date. Notwithstanding the above, reference is made to the book-entry system of registration described under "THE DESCRIPTION OF THE SERIES 2025A CERTIFICATES – Book-Entry Only System."

Book-Entry Only System

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CORPORATION AND THE BOARD BELIEVE TO BE RELIABLE, BUT NEITHER THE CORPORATION NOR THE BOARD TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2025A Certificates. The Series 2025A Certificates will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Series 2025A Certificates, in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2025A Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2025A Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2025A Certificate (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. The Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025A Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. The Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025A Certificates, except in the event that use of the book entry system for the Series 2025A Certificates is discontinued.

To facilitate subsequent transfers, all Series 2025A Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025A Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025A Certificates. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025A Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to the Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The Beneficial Owners of the Series 2025A Certificates

may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025A Certificates, such as prepayments, defaults, and proposed amendments to the Series 2025A Certificate documents. For example, the Beneficial Owners of the Series 2025A Certificates may wish to ascertain that the nominee holding the Series 2025A Certificates for their benefit has agreed to obtain and transmit notices to the Beneficial Owners. In the alternative, the Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of the notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2025A Certificates are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2025A Certificates to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025A Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025A Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds and other payments on the Series 2025A Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Board or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to the Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Board, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board and/or the Trustee for the Series 2025A Certificates. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

None of the Corporation, the Board or the Trustee can give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of principal of, premium, if any, and interest on the Series 2025A Certificates paid to DTC or its nominee, or any prepayment or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve or act in a manner described in this Offering Statement.

For every transfer and exchange of beneficial interests in the Series 2025A Certificates, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other government charge that may be imposed in relation thereto.

DTC may discontinue providing its services as securities depository with respect to the Series 2025A Certificates at any time by giving reasonable notice to the Board. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2025A Certificates are required to be printed and delivered.

The Board may decide to discontinue use of the book-entry transfers through DTC (or a successor securities depository). In that event, Series 2025A Certificates will be printed and delivered to DTC.

Optional Prepayment

The Series 2025A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2025A Certificates maturing on and after July 1, 20__ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2025A Lease Agreement, in whole or in part on July 1, 20__ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2025A Certificates to be prepaid, plus accrued interest to the prepayment date.

Mandatory Sinking Fund Prepayment

The Series 2025A Certificates maturing on July 1, 20__ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

Year	Amortization Installment

* Maturity

No Extraordinary Prepayment

The Series 2025A Certificates shall not be subject to extraordinary prepayment from Net Proceeds of insurance or condemnation, and any amounts received therefrom shall be applied as provided in the Series 2025A Lease Agreement, as more particularly described below.

Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of the Series 2025A Lease Agreement, the Board may elect not to repair, restore or replace the Series 2025A Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2025A Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2025A Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Lease Payments coming due in the current and immediately following Fiscal Year under Lease Schedule No. 2025A, then such amounts shall be used first, to pay the Interest Component of the Series 2025A Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event the Net Proceeds are greater than the amount of the Lease Payments coming due under Lease Schedule No. 2025A in the current and immediately following Fiscal Year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of

other Land and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2025A or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2025A Subaccount of the Interest Account, or Series 2025A Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2025A Project.

Selection of Series 2025A Certificates for Prepayment

When Series 2025A Certificates are to be selected for prepayment by lot, selection of Series 2025A Certificates for prepayment shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Series 2025A Certificate to be prepaid shall be in the principal amount of $5,000 or any whole multiple thereof, and that in selecting portions of Series 2025A Certificates for prepayment, the Trustee shall treat each such Series 2025A Certificate as representing the number of Series 2025A Certificates which is obtained by dividing the principal amount with respect to such Series 2025A Certificate by $5,000.

DTC Procedures

Investors should note that while DTC is the registered owner of the Series 2025A Certificates, partial prepayments of the Series 2025A Certificates will be determined in accordance with DTC's procedures. The Board intends that prepayment allocations made by DTC, the DTC Participants, or such other intermediaries that may exist between the Board and the Beneficial Owners of the Series 2025A Certificates be made in accordance with the method of selection of Series 2025A Certificates for a partial prepayment described herein. However, the selection of the Series 2025A Certificates for prepayment in DTC's book-entry-only system is subject to DTC's practices and procedures as in effect at the time of any such partial prepayment. The Board can provide no assurance that DTC or the DTC Participants or any other intermediaries will allocate prepayments among Beneficial Owners in accordance with the method of selection of Series 2025A Certificates for a partial prepayment described above.

Notice of Prepayment

When prepayment of the Series 2025A Certificates is authorized or required pursuant to the provisions of the Series 2025A Trust Agreement, the Trustee shall give to the Owners of the Series 2025A Certificates to be prepaid, notice, at the expense of the Board, of the prepayment of the Series 2025A Certificates. Such notice shall state: (i) the CUSIP numbers of all Series 2025A Certificates being prepaid, (ii) the original issue date of such Series 2025A Certificates, (iii) the maturity date and rate of interest borne by each Series 2025A Certificate being prepaid, (iv) the prepayment date, (v) the Prepayment Price, (vi) the date on which such notice is mailed, (vii) if less than all Outstanding Series 2025A Certificates are to be prepaid, the certificate number (and, in the case of a partial prepayment of any Series 2025A Certificate, the principal amount) of each Series 2025A Certificate to be prepaid, (viii) that on such prepayment date, there shall become due and payable upon each Series 2025A Certificate to be prepaid the Prepayment Price thereof, or the Prepayment Price of the specified portions of the principal thereof in the case of Series 2025A Certificates to be prepaid in part only, together with interest accrued thereon to the prepayment date, and that from and after such date, interest thereon shall cease to accrue and be payable, and (ix) that the Series 2025A Certificates to be prepaid, whether as a whole or in part, are to be surrendered for payment of the Prepayment Price at the designated corporate trust office of the Trustee at an address specified.

Notice of such prepayment shall be given by mail, postage prepaid, not more than 60 days or fewer than 30 days prior to the date of prepayment, to the Owners of any Series 2025A Certificates to be prepaid. Failure to receive such mailing by any Owners of Series 2025A Certificates shall not be a condition precedent to such prepayment, and any defect in such notice as mailed, shall not affect the validity of the proceedings for the prepayment of the Series 2025A Certificates for which notice was given.

So long as the Series 2025A Certificates are issued in book-entry only form, notice of prepayment will be mailed, postage prepaid (not less than 30 days before the Prepayment Date in the case of optional prepayment, unless a different notice period is required by DTC) to Cede & Co., as nominee for DTC, and the Trustee will not mail any prepayment notice directly to the Beneficial Owners of the Series 2025A Certificates. See "DESCRIPTION OF THE SERIES 2025A CERTIFICATES – Book-Entry Only System."

Notwithstanding the provisions of the Master Trust Agreement, notice of any prepayment of Series 2025A Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full Prepayment Price of the Series 2025A Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities to pay the full Prepayment Price of the Series 2025A Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect.

Negotiability, Registration, Transfer and Exchange

So long as the Series 2025A Certificates are registered in the name of Cede & Co., as the nominee of DTC, the transfer and exchange of any Series 2025A Certificates shall be governed by rules established between DTC and its Participants. Upon the discontinuance of the book-entry-only registration system for the Series 2025A Certificates, the following provisions described under this subheading shall apply for the Beneficial Owners.

The Trustee shall keep or cause to be kept a Certificate Register for the Series 2025A Certificates, which shall at all times be open to inspection by the Board and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on the Certificate Register of the Series 2025A Certificates as provided in the Series 2025A Trust Agreement.

The transfer of any Series 2025A Certificate may be registered only upon the Certificate Register upon surrender thereof to the Trustee together with an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Trustee shall authenticate and deliver in exchange for such Series 2025A Certificate a new registered Series 2025A Certificate or Series 2025A Certificates, registered in the name of the transferee, of any denomination or denominations authorized by the Series 2025A Trust Agreement in the aggregate principal amount equal to the principal amount of such Series 2025A Certificate surrendered or exchanged, of the same maturity and bearing interest at the same rate.

In all cases in which Series 2025A Certificates shall be exchanged or the transfer of Series 2025A Certificates shall be registered under the Series 2025A Trust Agreement, the Trustee shall authenticate and deliver at the earliest practicable time Series 2025A Certificates in accordance with the provisions of the Series 2025A Trust Agreement. All Series 2025A Certificates surrendered in any such exchange or

registration of transfer shall forthwith be cancelled by the Trustee. No service charge shall be made for any registration, transfer, or exchange of Series 2025A Certificates, however the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2025A Certificates as a condition precedent to such registration, transfer or exchange. The Trustee shall not be required to transfer or exchange Series 2025A Certificates (i) during a period beginning at the opening of business 15 days before the day of the mailing of a notice of prepayment of Series 2025A Certificates and ending at the close of business on the day of such mailing, (ii) so selected for prepayment in whole or in part, or (iii) during a period beginning at the opening of business on the Record Date next preceding a date set for payment of interest and ending on such interest Payment Date.

The Series 2025A Certificates, upon surrender thereof at the designated corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of the Series 2025A Certificates of the same maturity, of any denomination or denominations authorized by the Series 2025A Trust Agreement, bearing interest at the same rate, and in the same form as the Series 2025A Certificates surrendered for exchange.

Ownership of Series 2025A Certificates

The Trustee shall deem and treat the Person in whose name any Outstanding Series 2025A Certificate shall be registered upon the Certificate Register as the absolute Owner of such Series 2025A Certificate, whether such Series 2025A Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and interest payments with respect to such Series 2025A Certificate and for all other purposes, and all such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Series 2025A Certificate to the extent of the sum or sums so paid, and neither the Corporation, the Board nor the Trustee shall be affected by any notice to the contrary.

Series 2025A Certificates Mutilated, Destroyed, Stolen, or Lost

In case any Series 2025A Certificate secured by the Series 2025A Trust Agreement shall become mutilated or be destroyed, stolen or lost, the Trustee shall cause to be executed, shall authenticate and deliver, a new Series 2025A Certificate of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Series 2025A Certificate or in lieu of and in substitution for such Series 2025A Certificate destroyed, stolen or lost, and the Owner shall pay the reasonable expenses and charges of the Trustee in connection therewith and, in case of a Series 2025A Certificate destroyed, stolen, or lost, the Owner shall file with the Trustee evidence satisfactory to it that such Series 2025A Certificate was stolen, destroyed or lost, and of his ownership thereof, and as a condition precedent to delivery of such new Series 2025A Certificate the Trustee may require indemnity satisfactory to it.

Every Series 2025A Certificate issued pursuant to the provisions of the Series 2025A Trust Agreement in exchange or substitution for any Series 2025A Certificate which is mutilated, destroyed, lost or stolen shall constitute an additional contractual obligation pursuant to the terms of the Series 2025A Trust Agreement, whether or not the destroyed, lost or stolen Series 2025A Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of the Series 2025A

Trust Agreement equally and proportionately with any and all other Series 2025A Certificates duly issued under the Series 2025A Trust Agreement.

Completion Certificates

Completion Certificates may be issued under and secured by the Master Trust Agreement, subject to the conditions therein provided, to provide necessary funds to complete payment of the Costs of a Project previously financed under the Master Trust Agreement or to finance additional property which shall be added to a Project or which shall be substituted for a portion of a Project. Such Completion Certificates, for purposes of the Master Trust Agreement, the Master Lease and any applicable Ground Lease shall constitute a part of the same Series of Certificates as to Certificates issued to pay the original costs of the Project.

The proceeds of the Completion Certificates may also be used to make any additional required deposits into the Subaccount of the Reserve Account securing such Completion Certificates, fund capitalized interest on such Completion Certificates and pay Costs of Issuance, and shall be deposited in the Pledged Accounts established therefor in such manner and in such amounts as determined by the Supplemental Trust Agreement relating to the authorization of such Completion Certificates. The Completion Certificates shall be secured on a parity with the Series of Certificates issued to pay the original costs of the Project in accordance with the terms of the Master Trust Agreement.

Refunding Certificates

Refunding Certificates may be issued under and secured by the Master Trust Agreement, subject to the conditions therein provided, at any time or times for the purposes of (i) providing funds for refunding part or all of the Certificates (and the Basic Rent Payments related thereto) at or prior to their maturity or maturities, including the payment of any Prepayment Premium thereon and interest which will accrue on such Certificates to their date of payment, (ii) making a deposit, if necessary, to the subaccount of the Reserve Account which shall secure such Refunding Certificates, and (iii) paying the Costs of Issuance relating to said Refunding Certificates.

In order to issue Refunding Certificates the Trustee must have received, among other items, a report of a certified public accountant or firm of certified public accountants verifying the mathematical accuracy of calculations supplied by the Board, or its designee, that the proceeds of such Refunding Certificates plus any other moneys available for such purpose including investment earnings, shall be not less than an amount sufficient to pay the principal of and the Prepayment Premium, if any, on the Certificates to be refunded and the Interest Component of the Basic Rent represented by such Certificates which will accrue thereon to the redemption date or maturity dates applicable thereto.

Other than for amounts required to pay Costs of Issuance or to make deposits to the appropriate subaccount of the Reserve Account, the proceeds of such Refunding Certificates and any other moneys received by the Trustee for such purpose, shall be held by the Trustee in a special fund appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, Prepayment Premium, if any, and interest on the Certificates to be refunded, all as provided in the Master Trust Agreement. The Refunding Certificates shall be secured in the same manner and from the same Pledged Accounts as the Certificates to be refunded in accordance with the terms of the Master Trust Agreement.

Additional Series of Certificates

Additional Series of Certificates may be issued under the Master Trust Agreement, in addition to the Prior Certificates (as defined herein) and the Series 2025A Certificates, to finance additional projects under the Master Lease. The amount of such additional Series of Certificates which may be issued under the Master Trust Agreement is not limited. See "SECURITY FOR THE SERIES 2025A CERTIFICATES – Additional Series of Certificates" herein.

SECURITY FOR THE SERIES 2025A CERTIFICATES

General

The Series 2025A Certificates evidence undivided proportionate interests of the Owners thereof in the Principal Component and Interest Component of Basic Rent Payments to be made by the Board under the Series 2025A Lease Agreement. The Series 2025A Certificates are secured by and payable from the Trust Estate established for the Series 2025A Certificates pursuant to the Series 2025A Trust Agreement (the "Trust Estate"). The Trust Estate consists of: (i) all right, title, and interest in the funds, accounts, and subaccounts established under the Series 2025A Supplemental Trust Agreement and the cash, securities, and investments of which they are comprised (other than the Rebate Fund); (ii) all right, title, and interest of the Corporation in, to, and under the Series 2025A Ground Lease and the Series 2025A Lease Agreement and the right to receive the Lease Payments under the Series 2025A Lease Agreement but excluding any rights of the Corporation to indemnification set forth therein, its right to enter into Lease Schedules from time to time and certain other obligations provided in the Series 2025A Lease Agreement; (iii) all right, title, and interest of the Trustee under the Series 2025A Assignment and the Series 2025A Ground Lease Assignment; (iv) any moneys received by the Trustee which are derived from the exercise by the Trustee, as assignee of the Corporation, of any of the remedies under the Series 2025A Trust Agreement, the Series 2025A Lease Agreement, the Series 2025A Ground Lease, or any mortgage agreement, if any, entered into pursuant to the Series 2025A Trust Agreement; and (v) all property which by the express provisions of the Series 2025A Trust Agreement, the Series 2025A Lease Agreement, or the Series 2025A Ground Lease is required to be subject to the lien of the Series 2025A Trust Agreement, and any additional property that may from time to time hereafter expressly be made subject to the lien of the Series 2025A Trust Agreement by the Trustee, the Corporation, or the Board or anyone authorized to act on their behalf.

Neither the Corporation nor the Board will mortgage or grant a security interest in the Series 2025A Project to the Trustee. Upon termination of the Series 2025A Lease Agreement upon the occurrence of an Event of Non-Appropriation or in the case of certain Events of Default, however, the Series 2025A Lease Agreement provides that the Board must surrender possession of the Series 2025A Project to the Trustee as assignee of the Corporation for disposition by sale or re-letting of its interest in the Series 2025A Project as provided in the Series 2025A Trust Agreement. Any proceeds of any such disposition of the Series 2025A Project will be applied to the payment of the Series 2025A Certificates, after payment of the expenses of the Trustee, in accordance with the terms of the Series 2025A Lease Agreement. With respect to the Series 2025A Lease Agreement, the Board may not be dispossessed of any Designated Equipment financed, in whole or in part, with proceeds of the Series 2025A Certificates, [which includes the _____ component of the Series 2025A Project and] all equipment components not constituting fixtures of the Series 2025A Project. See "THE SERIES 2025A PROJECT" for a description of the Series 2025A Project against which the Trustee may exercise rights on behalf of the Owners of the Series 2025A

Certificates. See also "THE SERIES 2025A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default."

Lease Payments

All Lease Payments and all other amounts required to be paid by the Board under the Series 2025A Lease Agreement, the Prior Leases, and all other Leases will be made from moneys and revenues of the Board authorized by law and regulations of the State of Florida Department of Education to be used for such purpose (the "Available Revenues") and budgeted and appropriated for such purpose by the Board. Revenues available to the District for operational purposes and capital projects such as the Series 2025A Project are described under "OPERATING REVENUE OF THE DISTRICT" and "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS." Such revenues may also be used to pay other outstanding obligations of the District.

The Master Trust Agreement, as amended and supplemented by the Series 2025A Supplemental Trust Agreement, provides for the establishment and maintenance in the Lease Payment Fund of a Series 2025A Subaccount of the Interest Account and a Series 2025A Subaccount of the Principal Account for deposit of Basic Rent Payments appropriated and paid under the Series 2025A Lease Agreement. Separate subaccounts are established in the Lease Payment Fund for each new Series of Certificates issued under the Master Trust Agreement. Lease Payments due under the Lease Schedules to the Master Lease are subject to annual appropriation by the Board on an all-or-none basis and are payable solely from the Available Revenues appropriated by the Board for such purposes; provided that Lease Payments with respect to a particular Lease Schedule and Series of Certificates may be additionally and separately secured by a Credit Facility. Such additional Projects may be financed through the sale of additional Series of Certificates under the Master Trust Agreement. There is no limit on the number of additional Projects that may be financed under the Master Lease. THE BOARD MAY NOT BUDGET AND APPROPRIATE LEASE PAYMENTS DUE FOR A PORTION OF THE PROJECTS LEASED UNDER THE MASTER LEASE; IT MUST BUDGET AND APPROPRIATE LEASE PAYMENTS FOR ALL PROJECTS OR NONE OF THEM. THERE CAN BE NO ASSURANCE THAT SUFFICIENT AVAILABLE REVENUES WILL BE APPROPRIATED OR OTHERWISE BE MADE AVAILABLE TO MAKE ALL OF THE LEASE PAYMENTS DUE UNDER THE MASTER LEASE.

Limited Obligation of the Board

THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE SERIES 2025A CERTIFICATE PRINCIPAL AMOUNT AND SERIES 2025A CERTIFICATE INTEREST PAYMENTS ARE PAYABLE SOLELY FROM THE BOARD'S AVAILABLE REVENUES SPECIFICALLY BUDGETED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE BOARD ON AN ALL-OR-NONE BASIS. THE SERIES 2025A CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE BOARD UNDER THE SERIES 2025A LEASE AGREEMENT AND THE CONTRACTUAL OBLIGATIONS OF THE BOARD UNDER THE SERIES 2025A LEASE AGREEMENT DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE CORPORATION, THE TRUSTEE, NOR ANY SERIES 2025A CERTIFICATE HOLDER MAY COMPEL THE LEVY OF ANY AD VALOREM TAXES BY THE BOARD TO PAY ANY LEASE PAYMENTS.

Additional Leases

The Board has previously entered into the Prior Leases and may enter into other Leases under the Master Lease in addition to the Series 2025A Lease Agreement and the Prior Leases. See "THE MASTER LEASE-PURCHASE PROGRAM." Failure to appropriate Available Revenues to make Lease Payments under any Lease will, and certain Events of Default under a Lease may, result in the termination of the Lease Term of all Leases, including the Series 2025A Lease Agreement. Upon any such termination of the Lease Term of all Leases, the Board must surrender all Projects (except for certain Designated Equipment), including the Series 2025A Project (except for certain Designated Equipment), to the Trustee for sale or re-letting of the Trustee's interest. The proceeds of any such disposition of the Series 2025A Project (other than Designated Equipment) will be applied to the payment of the Series 2025A Certificates, after payment of the expenses of the Trustee, in accordance with the terms of the Series 2025A Lease Agreement. With respect to the Series 2025A Lease Agreement, the Board may not be dispossessed of any Designated Equipment financed, in whole or in part, with proceeds of Series 2025A Certificates. Except as herein described, in no event will Owners of the Series 2025A Certificates have any interest in or right to the proceeds of the disposition of Projects financed or refinanced with the proceeds of another Series of Certificates. There can be no assurance that the remedies available to the Trustee upon any such termination of the Lease Term of all Leases and the disposition of the Series 2025A Project against which the Trustee has rights will produce sufficient amounts to pay the Outstanding Series 2025A Certificates.

For a discussion of remedies available to the Trustee upon the occurrence of an Event of Non-Appropriation of funds to pay Lease Payments or upon the occurrence of an Event of Default, see "THE SERIES 2025A LEASE AGREEMENT – Termination of Lease Term" and "– Effect of Termination for Non-Appropriation or Default" and "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2025A ."

Additional Certificates; Outstanding Certificates

With respect to any additional Schedules, one or more series of additional Series of Certificates may be authorized by the Corporation at the request of the Board and executed and delivered by the Trustee for the purpose of: (a) financing the cost of acquisition, construction, and equipping of any Project; (b) financing the cost of completing the acquisition, construction, installation, and equipping of any Project; (c) refinancing or refunding Outstanding Certificates; (d) funding a Reserve Account in an amount equal to the applicable Reserve Requirement, if any; (e) capitalizing the interest portion of Basic Rent Payments during construction; or (f) paying the applicable Costs of Issuance. The aggregate principal amount of additional Series of Certificates, which may be executed and delivered under the provisions of the Master Trust Agreement, is not limited, except as may be provided with respect to a particular series of additional Series of Certificates in any Supplemental Trust Agreement creating such Series.

Unless otherwise set forth in a Supplemental Trust Agreement authorizing the issuance of more than one Series of Certificates, each Certificate within a Series of Certificates executed and delivered pursuant to the Master Trust Agreement shall rank pari passu and be equally and ratably secured under the Master Trust Agreement with each other Certificate of such Series, but not with any Certificates of any other Series, without preference, priority, or distinction of any such Certificate over any other such Certificate, except that to the extent that Basic Rent Payments available for payment to all Certificate

holders are less than all amounts owed with respect to all Series of Certificates on any Payment Date, such amounts available shall be applied on a pro rata basis to Certificate holders of all Series in accordance with the ratio that the principal balance of each Series of Certificates Outstanding bears to the total amount of Certificates Outstanding under the Series 2025A Trust Agreement.

Completion Certificates and Refunding Certificates may also be issued under the Series 2025A Trust Agreement. See, respectively, "DESCRIPTION OF THE SERIES 2025A CERTIFICATES – Completion Certificates" and "DESCRIPTION OF THE SERIES 2025A CERTIFICATES – Refunding Certificates" herein.

Non-Appropriation Risk

THE BOARD IS NOT LEGALLY REQUIRED TO APPROPRIATE AVAILABLE REVENUES FOR THE PURPOSE OF MAKING LEASE PAYMENTS. UNDER THE MASTER LEASE THE BOARD MAY NOT BUDGET AND APPROPRIATE AVAILABLE REVENUES TO MAKE LEASE PAYMENTS SELECTIVELY ON A LEASE BY LEASE BASIS, BUT MUST APPROPRIATE SUCH AVAILABLE REVENUES FOR ALL LEASES OR NONE OF THEM. IF, FOR ANY FISCAL YEAR, THE BOARD DOES NOT APPROVE A BUDGET WHICH APPROPRIATES SUFFICIENT AVAILABLE REVENUES (WITHOUT REGARD TO ANY CREDITS FROM EARNINGS ON AMOUNTS HELD IN THE FUNDS AND ACCOUNTS ESTABLISHED UNDER THE SERIES 2025A TRUST AGREEMENT) IN A LINE ITEM SPECIFICALLY IDENTIFIED FOR PAYMENT OF ITS OBLIGATIONS UNDER THE MASTER LEASE, SUCH FAILURE SHALL CONSTITUTE AN EVENT OF NON-APPROPRIATION AND THE MASTER LEASE SHALL TERMINATE AS OF THE LAST DAY OF THE INITIAL LEASE TERM OR THE LAST RENEWAL LEASE TERM FOR WHICH AVAILABLE REVENUES HAVE BEEN BUDGETED AND APPROPRIATED AND THE BOARD WILL NOT BE OBLIGATED TO PAY ANY BASIC RENT PAYMENTS ACCRUING OR ARISING BEYOND SUCH LAST DAY. IN SUCH EVENT, THE BOARD IS REQUIRED TO SURRENDER USE, POSSESSION, AND CONTROL OF ALL PROJECTS (OTHER THAN DESIGNATED EQUIPMENT) LEASED UNDER THE MASTER LEASE, INCLUDING THE PRIOR PROJECTS AND THE SERIES 2025A PROJECT TO THE TRUSTEE. FOR A DISCUSSION OF REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF THE NON-APPROPRIATION OF FUNDS TO PAY LEASE PAYMENTS, SEE "THE SERIES 2025A LEASE AGREEMENT – TERMINATION OF LEASE TERM" AND "– EFFECT OF TERMINATION FOR NON-APPROPRIATION OR DEFAULT." THERE CAN BE NO ASSURANCE THAT THE REMEDIES AVAILABLE TO THE TRUSTEE IN THE EVENT OF NON-APPROPRIATION WILL PRODUCE SUFFICIENT AMOUNTS TO FULLY PAY THE OUTSTANDING CERTIFICATES FOR PAYING SUCH CLAIMS.

No Reserve Account for Series 2025A Certificates

There is no Reserve Account for the Series 2025A Certificates. However, pursuant to a Supplemental Trust Agreement authorizing the issuance of any Series of Certificates, there may be established and maintained a separate Reserve Account to secure the payment of the principal and interest related to such Series of Certificates. Each such Reserve Account shall secure only the Series of Certificates for which it has been established. See "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT."

Uniform Commercial Code

The Series 2025A Certificates will have all the qualities and incidents of an investment security under the Uniform Commercial Code-Investment Securities Law of the State and under such law are exempt from the provisions of the Uniform Commercial Code relating to secured transactions.

MUNICIPAL BOND INSURANCE POLICY OPTION

THE INFORMATION IN THIS SECTION CONCERNING THE POLICY AND THE INSURER HAS BEEN OBTAINED FROM THE INSURER. NONE OF THE BOARD, THE DISTRICT, OR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF.

All or a portion of the scheduled payment of the principal portion and interest portion of Basic Rent Payments represented by the Series 2025A Certificates when due may be guaranteed under the Policy to be issued concurrently with the delivery of the Series 2025A Certificates by the Insurer. **The Board will make the determination whether to purchase the Policy to insure all or a portion of the Series 2025A Certificates, if any (the "Insured Series 2025A Certificates"), at the time the Series 2025A Certificates are priced.** See "RISK FACTORS – Municipal Bond Insurance Risk Factors" and "RISK FACTORS – No Right of Insured Series 2025A Certificate Owners to Direct Remedies or Consent to Amendments" herein.

The following information is not complete and reference is made to APPENDIX I for a specimen of the Policy of the Insurer.

[TO COME]

MASTER LEASE PROJECTS

The Series 2025A Project is being financed under the Board's existing Master Lease as part of the Board's master lease purchase program (the "Master Lease Program") with the Corporation. The Projects financed or refinanced by the Board under the Master Lease Program are subject to annual appropriation on an all or none basis. For the Fiscal Year 2024-25, there are approximately _____ schools and _____ additions to _____ schools leased under the Master Lease. Based on the District's budgeted unweighted full time equivalent enrollment for Fiscal Year 2024-25 of approximately 56,470 students, approximately _____% of the District's students are attending classes in, or otherwise utilizing, the facilities leased under the Master Lease. Such percentage does not include the additional students that are expected to attend classes in, or otherwise utilize, the educational facilities constituting [the Series 2023A Project and] the Series 2025A Project upon completion of such facilities. To determine the above percentage, the number of students attending each facility was calculated as follows: for schools that are built and operating, the number of students budgeted for the Fiscal Year 2024-25 was used; for the additions or improvements, the number of student stations attributable to each specific classroom budgeted for Fiscal Year 2024-25 based on the type of school (elementary, middle, K-8 or high), but does not include cafeterias, media centers, and other facilities that do not have any student stations attributable to them. Additionally, upon completion of the Series 2025A Project, approximately _____% of all student stations in the District will be utilizing educational facilities subject to the Master Lease. For a complete description of the Projects under the Master Lease Program, see "THE SERIES 2025A PROJECT" and "PRIOR PROJECTS UNDER THE MASTER LEASE."

Pursuant to the Master Lease, the Board does not have the ability to appropriate funds to make Lease Payments on one Project or some combination of Projects only. The Board's annual appropriation for Basic Rent Payments must be for all Projects under the Master Lease Program or none of them. In the event the Board does not appropriate funds in its annual budget for all of such financed Projects, the Board would be required to surrender such Projects, including the Series 2025A Project (other than certain Designated Equipment), to the Trustee for the benefit of the Owners of the Certificates which financed or refinanced such Projects.

THE SERIES 2025A PROJECT

The Series 2025A Project

The Series 2025A Project consists of the lease-purchase financing of the acquisition and construction of the Artisan Lakes Elementary School and the Rye Ranch Elementary School, each as described below, including the Buildings and Equipment, the lease of the Premises by the Board to the Corporation pursuant to the Series 2025A Ground Lease, and the sublease of the Premises back to the Board. All of the Buildings and Equipment under the Series 2025A Lease Agreement are located within the District. The Board holds title to the Premises where the Series 2025A Project will be located. Upon termination of the Series 2025A Lease Agreement upon the occurrence of an Event of Non-Appropriation or in the case of certain Events of Default, the Board may not be dispossessed of any Designated Equipment. See "PRIOR PROJECTS UNDER THE MASTER LEASE – Designated Equipment" and "THE SERIES 2025A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default" herein.

The following descriptions of the Series 2025A Project are general descriptions of the Series 2025A Project to be subject to the Master Lease. Under certain conditions of the Master Lease, the Board may substitute components of the Series 2025A Project and modify the plans and specifications therefor. See "THE SERIES 2025A PROJECT – Substitution of Series 2025A Project" herein.

Artisan Lakes Elementary School. [TO COME].

Rye Rant Elementary School. [TO COME].

Estimated Series 2025A Project Budget

The following table sets forth the Board's current estimates of the cost of the Series 2025A Project. Actual costs may be greater or less than those shown. A portion of the costs of the Series 2025A Project will be funded from proceeds of the sale of the Series 2025A Certificates in an amount approximately equal to $_____.

Facility	Site Improvement/ Planning	Furniture, Fixtures and Equipment[(1)]	Acquisition/ Construction	Total Project Cost
Artisan Lakes Elementary School	$_____	$_____	$_____	$_____
Rye Ranch Elementary School	$_____	$_____	$_____	$_____
Total	$_____	$_____	$_____	$_____

[(1)] Constitutes Designated Equipment for purposes of the Series 2025A Lease Agreement.

Substitution of Series 2025A Project

The Board may, at any time prior to the Completion Date for the Series 2025A Project, make modifications to the Series 2025A Project and substitute items or components constituting a portion of the Series 2025A Project, subject to the provisions of the Master Lease, if (i) the Board files with the Trustee, as assignee of the Corporation, a certificate of an Authorized Officer of the Board notifying the Trustee of such modification, addition, or substitution, identifying the portion of the Series 2025A Project which is modified, added, or substituted, and certifying that after such modification, addition, or substitution, amounts on deposit in the subaccount of the Project Account relating to the Series 2025A Project, together with interest earnings thereon and any additional legally available sums of the Board deposited therein, will be sufficient to pay all remaining Costs of the Series 2025A Project, including Project Costs incurred in connection with such modification, addition, or substitution and any Project Costs which shall have accrued but remain unpaid as of such date; (ii) if the modification, addition, or substitution involves Equipment, either the items of substituted Equipment have a useful life equal to or greater than the useful life of the items of Equipment for which it has been substituted or the Credit Enhancer, if any, of the Series 2025A Certificates which shall finance the acquisition of such Equipment approves of a shorter useful life for such substituted Equipment; (iii) the Plans and Specifications, the Series 2025A Project Description, the Series 2025A Project Budget, the Series 2025A Project Schedule, and, if necessary, the Estimated Completion Date for the amended or modified Series 2025A Project are each amended, as necessary, to take into account the portion of the Series 2025A Project which is modified, added, or substituted; (iv) except as otherwise provided in the Master Lease, title to the substituted, added, or modified portion of the Series 2025A Project shall be in the name of the Corporation; (v) if the modification or substitution involves Equipment, the substituted, added, or modified Equipment shall be placed in the same Group as the Equipment for which there has been a substitution or the Credit Enhancer, if any, of the Series 2025A Certificates which shall finance the acquisition of such Equipment approves of the substituted or modified Equipment being placed in a different Group; and (vi) no change shall be made in the schedule of Basic Rent Payments.

PRIOR PROJECTS UNDER THE MASTER LEASE

The following descriptions of other Projects are general descriptions of projects currently subject to the Master Lease. Under certain conditions of the Master Lease, the Board may substitute components of the respective Projects and modify the plans and specifications therefor.

The Series 2007 Project

In December 2015, the Board entered into the Series 2007 Lease Agreement to refinance the Series 2007 Project. The Series 2007 Lease Agreement related to the Refunding Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2015 (the "Series 2015 Certificates"), which are currently outstanding in the principal amount of $20,440,000. Subject to the Board's right of non-appropriation, the Series 2007 Lease Agreement is automatically renewable annually through June 30, 2027. The Series 2007 Project consisted of the acquisition, construction, and installation of five elementary schools, one middle school, and two academies. The following is a brief description of the schools comprising the Series 2007 Project.

Annie Lucy Williams Elementary School. The project was for a new school constructed at 3404 Fort Hamer Road, Parish, Florida. The new school is an approximately 104,000 square foot, two story campus

style school, containing approximately 823 student stations for grades pre-kindergarten through 5th. The school was completed in June of 2007.

Palmetto Elementary School. The project was for a replacement school constructed at 1540 10th Street West, Palmetto, Florida. The replacement school is approximately 104,000 square foot, two-story campus style school, containing approximately 823 student stations for grades pre-kindergarten through 5th. The school was completed in September of 20l0.

Manatee Technical Institute - Fire Academy. The project was for a new academy constructed at 5530 Lakewood Ranch Boulevard, Bradenton, Florida. The academy is an approximately 10,000 square foot building containing approximately 25 student stations for fire fighter training. This project was completed in May of 2007.

Manatee Technical Institute - Public Safety Academy. The project was for a new academy constructed at 5540 Lakewood Ranch Boulevard, Bradenton, Florida. The academy is an approximately 50,000 square foot building containing approximately 200 student stations for law enforcement training. This project was completed in December of 2007. The project constitutes Designated Equipment under the Series 2007 Lease Agreement.

Completion of King Middle School. The project was a replacement school constructed on the same campus as the existing King Middle School campus. This project was completed in August of 2006. The project constitutes Designated Equipment under the Series 2007 Lease Agreement.

Sea Breeze Elementary School. The project was for a wing addition constructed at 3601 71st Street West, Bradenton, Florida. The wing addition is an approximately 9,000 net square feet building containing approximately 144 student stations for grades pre-kindergarten through 5th. The addition was completed in July of 2008.

Completion of Daughtery Elementary School. The project was for the completion of a replacement elementary school constructed on the same campus as the existing Daughtery Elementary School campus. The completion date for this project was in March of 2008.

Myakka City Elementary School Improvements. The project was for the expansion of school storage areas and teacher planning areas, upgrades to the heating ventilation and air conditioning (HVAC), interior lighting and parking lot lighting. The completion date for this project was in August of 2011.

The Series 2009 Project

In October 2016, the Board entered into the Series 2009 Lease Agreement to refinance the Series 2009 Project. The Series 2009 Lease Agreement related to the Refunding Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2016A (the "Series 2016A Certificates"), which are currently outstanding in the principal amount of $32,660,000. Subject to the Board's right of non-appropriation, the Series 2009 Lease Agreement is automatically renewable annually through June 30, 2029. The Series 2009 Project consisted of the acquisition, construction, and installation of two elementary schools, one high school, and one transportation and maintenance facility. The following is a brief description of the schools comprising the Series 2009 Project.

G.D. Rogers Garden Bullock Elementary. The project was for a new school located at 515 13th Avenue West, Bradenton, Florida 34205 on an approximate 8-acre site. The school has approximately 580 student stations for grades kindergarten through 5th. The school contains 80,500 square feet of classrooms, ancillary, administration, and support space. It also includes physical education space. The school was the District's first attempt to obtain the LEED Green Building Certification. The school opened in August of 2009.

Transportation and Maintenance Facility (Matzke Complex). The project is located at 2802 27th Street East, Bradenton, Florida on an approximate 24-acre site. The facility is a single-story facility which houses several District departments including: Maintenance and Operations, Construction Services, Vehicle Maintenance, Transportation, Property and Records Retention, and Warehouse. The project included the construction of a 95,500 square foot facility and the renovation of 69,000 square feet. Certain existing buildings (nos. 4, 5, 24/25 and 41) at the Transportation and Maintenance Facility are not included in this project other than to tie in building systems. The project opened in August of 2011.

Myakka City Elementary School Improvements. This project includes expansion of school storage areas and teacher planning areas, upgrades to the heating ventilation and air conditioning (HVAC), interior lighting and parking lot lighting. The completion date for this project was in January of 2012.

Palmetto High School Additions. The project is located at 1200 17th Street West, Palmetto, Florida at the existing Palmetto High School campus. The project includes the construction of a single story, 20-classroom addition, a Music Building restroom addition, site work, play fields, tennis courts, an addition to the Cafeteria, and a Field House renovation, in addition to the new single-story Auditorium with a 665 seat capacity. The project opened in August of 2010.

The Series 2010A-QSCB Project

In October 2010, the Board entered into the Series 2010A-QSCB Lease Agreement to finance the Series 2010A-QSCB Project. The Series 2010A-QSCB Lease Agreement related to the Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2010A-QSCB (the "Series 2010A-QSCB Certificates"), which are currently outstanding in the principal amount of $19,920,000. Subject to the Board's right of non-appropriation, the Series 2010A-QSCB Lease Agreement is automatically renewable annually through October 1, 2029. The Series 2010A-QSCB Project consisted of the replacement of Manatee High School – Davis Building. The following is a brief description of the renovations comprising the Series 2010A-QSCB Project. See "RISK FACTORS – Effect of Sequestration on Lease Payments" herein.

Manatee High School – Davis Building. The project replaced the Manatee High School – Davis Building on the existing school campus located at 1000 32nd Street West, Bradenton, Florida. This project contains approximately 80,822 net square feet and consists of 25 classrooms for grades 9-12, a new auditorium, new band room, new practice rooms and culinary arts lab. The project also includes associated storage areas, restrooms, corridors, walkways, and mechanical and electrical areas. This school was completed in August of 2011.

The Series 2011A Project

In December 2017, the Board entered into the Series 2011A Lease Agreement to refinance the Series 2011A Project. The Series 2011A Lease Agreement related to the Refunding Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2017A (the "Series 2017A Certificates"), which are currently outstanding in the principal amount of $30,215,000. Subject to the Board's right of non-appropriation, the Series 2011A Lease Agreement is automatically renewable annually through June 30, 2031. The Series 2017A Project consisted of the replacement and relocation of the Manatee Technical Institute. The following is a brief description of the school comprising the Series 2009 Project.

Manatee Technical Institute. The project replaced and relocated the Manatee Technical Institute to an approximately 30-acre site located at 6305 State Road 70 East, Bradenton, Florida. This project contains approximately 210,000 net square feet and houses 860 student stations. The project contains classrooms and labs in high growth and high demand areas such as culinary arts, cosmetology, construction, machining, drafting, welding, and information technology. The project also contains a new auditorium teaching area. This project also includes associated storage areas, restrooms, corridors, walkways, and mechanical and electrical areas. The school was completed in January of 2013.

The Series 2023A Project

Blackburn Elementary School Renovation. The project consists of the demolition of two existing buildings (Campus Building 1 and Campus Building 6) to be replaced by a single new structure. Additional scope will include the renovation, remodeling, and modernization of the remaining existing buildings on campus. Campus-wide upgrades of the mechanical systems, electrical/lighting systems, technology infrastructure, upgrade of interior finishes, fire alarm systems, security systems, and plumbing systems will be undertaken. Building envelope improvements will include enhanced roof systems, window assemblies, door assemblies, and insulation systems. Site improvements will include new playground equipment, enhanced storm water drainage, and on-site traffic queuing. The project is expected to be completed by June 15, 2025.

Haile Middle School Addition and Renovation. The project consists of a classroom addition and enhancements to the mechanical systems, electrical/lighting systems, plumbing systems, technology infrastructure, and interior finishes. Building envelope improvements to include enhanced roofing systems, window assemblies, door assemblies, and insulation systems. In addition, campus safety/security enhancements will be made including entry lobby upgrades, new fire alarm, and security systems. Planned remodeling will include the reconfiguration of the kitchen and serving line area with partial equipment replacement. Site improvements to include new canopies, concrete walks, and associated storm water drainage enhancements. The project is expected to be completed by June 15, 2025.

Oneco Elementary School Renovation. The project consists of the complete renovation of the existing campus, demolishing of select structures, and new construction of a support (administration/media center) building. Remodeling is planned for the existing media center and administration buildings to provide instructional spaces. Campus-wide upgrades will entail the replacing of mechanical systems, plumbing systems, electrical/lighting systems, technology infrastructure, and enhancement of the existing building envelope with improvements to roof systems, window assemblies, door assemblies, and insulation systems. Improvements to the campus life safety systems are planned to include new fire alarm and security systems. Site improvements planned include storm water drainage, playground

equipment, and improved on-site traffic queuing. The project is expected to be completed by June 15, 2025.

Palma Sola Elementary School Replacement and Renovation. The project consists of demolishing all existing buildings on campus with the exception of Building No. 18 (ten classroom single story structure). It is anticipated that the design will include new construction for administration, cafeteria, media center, art, music, cafeteria/dining, and classrooms. Site improvements will include playground equipment, parking, storm water drainage, and on-site traffic queuing for both vehicles and buses. New infrastructure will be designed for mechanical, electrical, plumbing, and required life safety and security systems. Complete renovation of the Building No. 18 classrooms will be undertaken to include roof replacement, interior finishes, door and window assemblies, and upgrades of the mechanical, plumbing, electrical/lighting systems to be fully coordinated with the new construction planned for the campus. The project is expected to be completed by December 31, 2025.

Tara Elementary School Addition and Renovation. The project consists of a campus-wide renovation and a four classroom addition. Existing campus upgrades will entail replacement of mechanical systems, plumbing systems, electrical/lighting systems, and technology infrastructure. Building envelope improvements to include enhanced roof systems, window assemblies, door assemblies, and insulation systems. Improvements to the campus life safety systems are planned to include new fire alarm, entry lobby upgrade, and security systems. Site improvements planned include enhanced storm water drainage, playground equipment, and improved on-site traffic queuing. The project is expected to be completed by June 15, 2025.

Designated Equipment

The Projects, including the Series 2025A Project, include Designated Equipment which consists of equipment components not constituting fixtures of the educational facilities described above. Upon the occurrence of an Event of Non-Appropriation or an Event of Default, neither the holders of the related Series of Certificates or any Additional Certificates will have rights to the components of the Projects, respectively, constituting Designated Equipment.

For purposes of the Series 2025A Lease Agreement, [the _____ component of the Series 2025A Project will constitute Designated Equipment and] all equipment components not constituting fixtures. Upon termination of the Series 2025A Lease Agreement upon the occurrence of an Event of Non-Appropriation or in the case of certain Events of Default, the Board may not be dispossessed of any Designated Equipment. "THE SERIES 2025A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default" herein.

THE MASTER LEASE-PURCHASE PROGRAM

In order to provide for the lease-purchase financing and refinancing from time to time of the Projects, the Board has authorized the execution and delivery of the Master Lease between the Board and the Corporation. The Projects to be leased from time to time will be identified on separate Lease Schedules to the Master Lease. Upon execution and delivery thereof, each Lease Schedule, together with the provisions of the Master Lease, will constitute a separate Lease Agreement. See "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2025A ."

The Series 2025A Lease Agreement is one of the Lease Agreements entered into under the Master Lease and provides for the leasing of the Series 2025A Project by the Corporation to the Board. See "THE SERIES 2025A LEASE AGREEMENT" and "THE SERIES 2025A PROJECT." As noted above, the Board has previously leased the Prior Projects pursuant to Prior Leases, which were financed and/or refinanced from the proceeds of the Outstanding Certificates. The Board may arrange for one or more lease-purchase financings of additional educational facilities under the Master Lease in future Fiscal Years. See "SECURITY FOR THE SERIES 2025A CERTIFICATES – Additional Leases" and "– Additional Certificates; Outstanding Certificates."

In addition, the Board may, in the future, also enter into lease-purchase arrangements upon terms and conditions other than those in the Master Lease. Failure to make payments under any such lease agreement, or an event of default under any such lease agreement, will not affect the Lease Term or cause the termination of the Series 2025A Lease Agreement or any other Leases.

THE SERIES 2025A LEASE AGREEMENT

The following is a brief summary of certain provisions of the Series 2025A Lease Agreement, which is not intended to be definitive. Reference is made to "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2025A ."

Authority

The Series 2025A Lease Agreement is being entered into pursuant to the authority granted under Chapters 1001-1013, Florida Statutes, for the purpose of providing for the acquisition, construction, and lease-purchase financing of the Series 2025A Project.

Lease Term

Under the Series 2025A Lease Agreement, the Corporation is leasing to the Board, and the Board is leasing from the Corporation, the Series 2025A Project. The initial term of the Series 2025A Lease Agreement will commence on the delivery date of the Series 2025A Certificates and will continue through and including June 30, 20__, and is automatically renewable annually through June 30, 20__, unless sooner terminated in accordance with the provisions of the Series 2025A Lease Agreement. See "THE SERIES 2025A LEASE AGREEMENT – Termination of Lease Term."

Lease Payments

Subject to the conditions stated in the Series 2025A Lease Agreement, the Board has expressed its current intent to make all Lease Payments due under the Series 2025A Lease Agreement; PROVIDED, HOWEVER, THAT NONE OF THE BOARD, THE DISTRICT, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, IS OBLIGATED TO PAY, EXCEPT FROM AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE, ANY SUMS DUE UNDER THE SERIES 2025A LEASE AGREEMENT FROM ANY SOURCE OF TAXATION, AND THE FULL FAITH AND CREDIT OF THE BOARD, THE DISTRICT, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE SERIES 2025A LEASE AGREEMENT, AND THE SUMS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE BOARD, THE DISTRICT, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. All

Lease Payments due under the Series 2025A Lease Agreement will be made from current or other funds authorized by law and regulations of the State of Florida Department of Education and appropriated for such purpose by the Board.

On _____ 15, 20__, and thereafter on June 15 and December 15 of each year, the Basic Rent Payment Dates preceding each Payment Date, the Board is required to pay to the Trustee the Basic Rent Payment allocable to the Series 2025A Certificates due on such date, which amount corresponds to the amount due to Series 2025A Certificate holders on the next succeeding Payment Date. The Board is also required to pay, when due, Supplemental Rent, which includes, among other things, the fees and expenses of the Trustee and the Corporation. Lease Payments due under the Series 2025A Lease Agreement may be reduced, when applicable, as described in the Series 2025A Lease Agreement.

Assignment of Lease to Trustee

Pursuant to the Series 2025A Assignment, substantially all right, title, and interest of the Corporation in and to the Series 2025A Lease Agreement, including the right to receive Basic Rent Payments thereunder, has been absolutely and unconditionally assigned by the Corporation to the Trustee for the benefit of the Owners of the Series 2025A Certificates and any other Certificates representing an undivided proportionate interest in a portion of the Basic Rent Payments payable under the Series 2025A Lease Agreement. The Board has consented to such assignment.

Lease Covenants

Under the Series 2025A Lease Agreement, the Board, as agent of the Corporation, is responsible for the acquisition, construction, and installation of the Series 2025A Project pursuant to the specifications of the Board, including the letting of all contracts for the acquisition, construction, and installation of the Series 2025A Project. In the Series 2025A Lease Agreement, the Board covenants that it will: (a) maintain the Series 2025A Project at all times during the Lease Terms in good repair and condition; (b) pay applicable taxes, utility charges, and other governmental charges; and (c) provide applicable insurance coverage, including property and liability insurance, all in accordance with the terms and provisions relating to these requirements, contained in the Series 2025A Lease Agreement.

Budget and Appropriation

The cost and expense of the performance by the Board of its obligations under the Series 2025A Lease Agreement, the Prior Leases, and any additional Lease Agreements and the incurrence of any liabilities of the Board under the Series 2025A Lease Agreement, the Prior Leases, and any additional Lease Agreements including without limitation, the payment of all Lease Payments and all other amounts required to be paid by the Board under all Lease Agreements, are subject to and dependent on appropriations being duly made from time to time by the Board for such purposes. The Board may not budget and appropriate Available Revenues to make Lease Payments selectively on a Lease Agreement by Lease Agreement basis, but must appropriate such Available Revenues for all Lease Agreements or none of them. Under no circumstances will the failure of the Board to appropriate sufficient Available Revenues in any Fiscal Year constitute a Default or require payment of a penalty, or in any way limit the right of the Board to purchase or utilize educational facilities similar in function to those leased under any Lease, including the Series 2025A Lease Agreement.

Unless the Board, at a public meeting held prior to the end of the then current Fiscal Year, gives notice of its intent not to appropriate the funds necessary to make the Lease Payments coming due in the following Fiscal Year under all Lease Agreements, the Superintendent will include in the Superintendent's tentative budget proposal, in a separate line item, the funds necessary to make such Lease Payments, and all Lease Agreements will be automatically renewed on June 30 of the current Fiscal Year, for the following Fiscal Year, subject to appropriation being made by the Board in the final adopted budget. If Lease Payments are due during the period prior to the adoption of the Board's final official budget for an ensuing Fiscal Year, the Lease Term of all Lease Agreements shall be deemed extended only if the tentative budget or extension of the prior budget (whether by Board action or operation of law) makes available to the Board monies which may be legally used to make the Lease Payments due under all Lease Agreements during such period. If no such appropriation is made in the budget as finally adopted or if no official budget is adopted as of the last day on which a final budget is required to have been adopted under applicable law and regulations, all Lease Agreements will terminate as of the date of adoption of the final official budget or the last date on which a final budget is required to have been adopted, whichever is earlier, and under which no appropriation has been made.

If the Board declares its intent at such public meeting prior to the end of the then current Fiscal Year not to appropriate the funds necessary to make Lease Payments under all Lease Agreements, no Lease Agreements will be automatically renewed for the following Fiscal Year, but will terminate on June 30 of the current Fiscal Year. For a discussion of the effect of termination of the Lease Term of the Lease Agreements, see "THE SERIES 2025A LEASE AGREEMENT – Effect of Termination for Non-Appropriation or Default."

Termination of Lease Term

The Lease Term of the Lease Agreements, including the Series 2025A Lease Agreement, will terminate upon the earliest of any of the following events:

(a) all Lease Agreements will terminate on the last Lease Payment Date set forth in such Lease Agreement (assuming all Lease Payments have been made);

(b) all Lease Agreements will terminate in the Event of Non-Appropriation of funds for the payment of Lease Payments;

(c) all Lease Agreements will terminate upon a Default by the Board with respect to any Lease Agreement and the termination of the Lease Term of all Lease Agreements by the Trustee pursuant to the Master Lease; and

(d) a particular Lease Agreement will terminate upon prepayment by the Board of the principal, Prepayment Premium, if any, and interest due on the Certificates related to the particular Projects leased under such Lease Agreement by the Board or upon provision for such payment pursuant to the Master Lease.

Acceleration of Maturities upon Event of Default

Upon the happening and continuance of any Event of Default specified in the Series 2025A Trust Agreement and only subsequent to the termination of the Series 2025A Lease Agreement, the Trustee, in

regard to the Series 2025A Certificates, may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Series 2025A Certificates then Outstanding, by notice in writing to the Board and the Corporation, shall declare the principal of all Series 2025A Certificates then Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Series 2025A Certificates or in the Series 2025A Trust Agreement to the contrary notwithstanding; provided, however, that any Series 2025A Certificates which are insured as to payment by the Insurer may be accelerated only with the written consent or at the direction of such Insurer (if such Insurer is not in payment default under its municipal bond insurance policy); provided, further, that if at any time after the principal of the Series 2025A Certificates shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Series 2025A Trust Agreement, moneys shall have accumulated in or shall have been paid into the Lease Payment Fund sufficient to pay the principal of all matured Series 2025A Certificates and all arrears of interest, if any, upon all Series 2025A Certificates then Outstanding (except the principal of any Series 2025A Certificate not then due and payable by its terms and the interest accrued on such since the last interest Payment Date), and the charges, compensations, expenses, disbursements, advances and liabilities of the Trustee and all other amounts then payable by the Board under the Series 2025A Lease Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Series 2025A Certificates or in the Series 2025A Trust Agreement (other than a default in the payment of the principal of such Series 2025A Certificates then due only because of a declaration under the Series 2025A Trust Agreement) shall have been remedied to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Series 2025A Certificates not then due and payable by their terms (the Series 2025A Certificates then due and payable only because of a declaration under the Series 2025A Trust Agreement shall not be deemed to be due and payable by their terms) and then Outstanding shall, by written notice to the Board and the Corporation, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default under the Series 2025A Trust Agreement or impair any right consequent thereon.

For a discussion of the additional remedies available to the Trustee upon an Event of Default under the Series 2025A Trust Agreement, see "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT."

Effect of Termination for Non-Appropriation or Default

Upon termination of the Lease Term for the reasons referred to in (b) or (c) under "THE SERIES 2025A LEASE AGREEMENT – Termination of Lease Term" above, the Board shall peaceably return possession of each and every Project (except for certain Designated Equipment) to the Corporation, or its assignee or designee, within 30 Business Days after the date on which such event occurs. For a discussion of the remedies available to the Trustee if the Board refuses or fails to voluntarily deliver possession of the Projects to the Trustee, see "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF SERIES 2025A LEASE AGREEMENT."

Upon taking possession of the Series 2025A Project, the Trustee is authorized to sell, re-let, or otherwise dispose of its interest in the Series 2025A Project, or any portion thereof, for the benefit of the Owners of the Series 2025A Certificates. See "RISK FACTORS – Limitation Upon Disposition; Ability to

Sell or Relet." The Trustee, subsequent to payment of all reasonable costs and expenses relating to collection of moneys and reasonable fees and expenses of the Trustee, shall deposit all moneys derived from the sale, re-letting, or other disposition of its interest in the Series 2025A Project, including moneys and damages collected in connection therewith, and all moneys in the Pledged Accounts relating to the Series 2025A Certificates (amounts in the Series 2025A Subaccount of the Project Account for the Series 2025A Project may, at the discretion of the Trustee with the consent or at the direction of the Credit Enhancer, if any, be retained in such subaccount to continue payment of the acquisition and construction of the Series 2025A Project) into a special account established for the sole benefit of the Owners of the Series 2025A Certificates and shall apply moneys in such special account as follows:

(i) if the principal of the Series 2025A Certificates shall not have become or shall not have been declared due and payable, all such money in the special account for the Series 2025A Certificates shall be applied:

First: to the payment to the Persons entitled thereto of all installments of interest on such Series 2025A Certificates then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment then to the payment, ratably according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Series 2025A Certificates;

Second: to the payment to the Persons entitled thereto of the unpaid principal of any Series 2025A Certificates that shall have become due and payable, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of such Series 2025A Certificates due and payable on any particular date, then to the payment ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference;

Third: to the payment of the interest on and the principal of such Series 2025A Certificates, to the purchase and retirement of such Series 2025A Certificates, all in accordance with the provisions of the Series 2025A Trust Agreement;

Fourth: to the payment of any amounts owed and unpaid to the Credit Bank or Credit Enhancer for the Series 2025A Certificates, if any, or under the reimbursement agreement relating to the Credit Facility for the Series 2025A Certificates, if any; and

Fifth: to the payment of any amounts owing in regard to the Series 2025A Ground Lease; and

Sixth: to the payment of the Board of any surplus moneys.

(ii) If the principal of the Series 2025A Certificates shall have become or shall have been declared due and payable, all such money in the special account established for the Series 2025A Certificates shall be applied to the payment of principal and interest then due upon such Series 2025A Certificates without preference or priority of principal over interest or interest over principal or of any installment of interest over any other installment of interest or any such Series 2025A Certificate over any other such Series 2025A Certificate ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference and then to the payment

of any amounts owed and unpaid to the Credit Bank or Credit Enhancer for such Series 2025A Certificates, if any, or under the reimbursement agreement relating to the Credit Facility for such Series 2025A Certificates, if any, and then to the payment of any amounts owing in regard to the Series 2025A Ground Lease. Any surplus moneys shall be paid to the Board.

(iii) If the principal of such Series 2025A Certificates shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of the Series 2025A Trust Agreement, then, subject to the provisions of paragraph (ii) above, in the event that the principal of such Series 2025A Certificates shall later become due and payable or be declared due and payable the money then remaining in and thereafter accruing to the special account established for such Series 2025A Certificates shall be applied in accordance with the provisions of paragraph (i) above.

IN NO EVENT WILL OWNERS OF THE SERIES 2025A CERTIFICATES HAVE ANY INTEREST IN OR RIGHT TO ANY PROCEEDS OF THE DISPOSITION OF PROJECTS FINANCED OR REFINANCED WITH THE PROCEEDS OF ANOTHER SERIES OF CERTIFICATES EXCEPT FOR ANY CERTIFICATES ISSUED TO REFUND SERIES 2025A CERTIFICATES.

There can be no assurance that the remedies available to the Trustee upon any termination of the Lease Term of all Lease Agreements for non-appropriation or default and the disposition of the Series 2025A Project will produce sufficient amounts to pay the Series 2025A Certificates. See "TAX MATTERS." Further, after such termination of the Lease Term of all Lease Agreements, transfer of Series 2025A Certificates may be subject to the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2025A Certificates will not be impaired following termination of the Lease Term of the Lease Agreements. See "RISK FACTORS."

THE CORPORATION

The Corporation is a Florida not-for-profit corporation formed for the purpose of acting as lessor in connection with "lease-purchase" capital financings for the Board. The Corporation may in the future initiate additional Lease Schedules under the Master Lease, enter into other lease-purchase agreements with the Board, and cause certificates of participation to be issued which represent lease payments to be made under one or more lease-purchase agreements with the Board. The members of the Corporation are the members of the Board. The Chair of the Board serves as Chair of the Board of Directors and President of the Corporation; the Vice Chair of the Board serves as Vice Chair of the Board of Directors and Vice President of the Corporation; and the Superintendent of the Schools serves as ex-officio Secretary/Treasurer of the Corporation.

The Corporation has assigned all of its right, title, and interest in and to the Master Lease (except certain indemnification rights, the right to initiate additional Lease Schedules from time to time, and its obligation not to impair the tax status of the Certificates) including its right to receive Lease Payments from the Board, its right, title, and interest in and to the Ground Leases, and its right to use, sell, and re-let Projects, to the Trustee. The Trustee directly collects from the Board all of the Basic Rent Payments which are the source of and security for payment of the Certificates. Therefore, the credit of the Corporation is not material to any of the transactions contemplated in this Offering Statement. No financial information concerning the Corporation has been included herein, nor is it contemplated that any such financial information will be included in any future Offering Statement relating to the sale of any additional Series of Certificates or other obligations of the Board or the Corporation.

ESTIMATED SOURCES AND USES OF SERIES 2025A CERTIFICATE PROCEEDS

SOURCES OF FUNDS:

Par Amount of Series 2025A Certificates	$_____
[Plus/Minus][Net] Original Issue [Premium][Discount]	_____
Total Sources	$_____

USES OF FUNDS:

Deposit to Series 2025A Subaccount of the Project Account	$_____
Deposit to Series 2025A Subaccount of the Costs of Issuance Account[(1)]	_____
Total Uses	$_____

_____

[(1)] Includes, without limitation, Underwriters' discount, legal, accounting and financial advisory fees, printing costs, the Policy premium, if any, and other costs associated with the issuance of the Series 2025A Certificates.

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CERTIFICATE PAYMENT SCHEDULES

Payment requirements (rounded to nearest whole dollar) on the Outstanding Certificates and the Series 2025A Certificates are as follows (totals may not add due to rounding):

Year Ending July 1	Series 2010A-QSCB Certificates[1]	Series 2015 Certificates	Series 2016A Certificates	Series 2017A Certificates	Series 2023A Certificates	Series 2025A Certificates			Total Combined Annual Payments
						Principal Component	Interest Component	Debt Service	
2025	$1,031,842	$4,453,358	$4,458,750	$3,798,985	$8,276,500				
2026	1,031,842	4,454,076	4,458,000	3,807,259	8,272,000				
2027	1,031,842	4,451,290	4,459,500	3,803,220	8,276,000				
2028	1,031,842		9,172,750	3,802,125	8,013,000				
2029	1,031,842		9,171,750	3,803,845	8,011,250				
2030	1,031,842			3,803,253	17,188,250				
2031				3,805,347	18,215,000				
2032					22,021,000				
2033					22,023,500				
2034					22,021,750				
2035					22,019,000				
2036					22,018,250				
2037					22,022,250				
2038					22,018,500				
2039									
2040									
2041									
Total	$6,191,052	$13,358,724	$31,720,750	$26,624,034	$230,396,250				

[1] The Series 2010A-QSCB Certificates are currently outstanding in the aggregate principal amount of $19,920,000. The amounts shown in this column represent the Board's payment obligations with respect to the Series 2010A-QSCB Lease less the expected interest rate subsidy. Such interest rate subsidy is subject to reduction as a result of the sequestration, and timely payment of such interest rate subsidy requires filing by the District of certain forms with the U.S. Treasury in advance of the applicable interest payment date. For the year ending September 30, 2025, the sequestration rate equals 5.7%. Such amount may change over time. See "RISK FACTORS – Sequestration" herein. It is anticipated that such deposits, plus investment earnings thereon, will be sufficient to pay the Series 2010A-QSCB Certificates at maturity October 1, 2029.

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THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

The Board is organized under Section 4, Article IX, of the Constitution of Florida and Chapter 1001, Florida Statutes, as amended, and is the governing body of the District. The geographic boundaries of the District are coterminous with those of Manatee County, Florida (the "County"). For Fiscal Year 2024-25, the District has budgeted for the operation of 54 schools with 56,470 students (unweighted full time equivalent ("FTE")) and, the employment of approximately 6,057 permanent employees, of which 2,938 are certified teaching personnel. Management of the schools within the District is independent of the County and any city governments. The Board is authorized by State law to levy property taxes for school district operations, capital improvements and debt service. Property taxes are assessed by the Manatee County Property Appraiser (the "Property Appraiser"). The Manatee County Tax Collector (the "Tax Collector") collects taxes for the Board, but exercises no control over expenditures by the Board.

The Organization and Powers of the Board

The Board is a body corporate existing under the laws of the State. The Board is the governing body of the District, consisting of members elected County-wide for overlapping four-year terms. The District is divided into five county school board member residence districts and each of the members of the Board is required to be a resident of the school board member residence district from which he or she is elected. Under existing law, the Board's duties and powers include, but are not limited to, the development of policies and rules for the efficient operation of the District; the acquisition, maintenance, and disposition of school property within the District; the development and adoption of a school program for the District; the establishment, organization, and operation of schools, including vocational and evening schools, establishment and operation of programs for Exceptional Student Education ("ESE") and for students in residential care facilities; the appointment, compensation, promotion, suspension, and dismissal of employees; the establishment of courses of study and the provision of adequate instructional aids; and the establishment of a system to transport students to school or school-related activities.

The Board also has broad financial responsibilities, including but not limited to, the approval of the annual budget, adoption of the school tax levy and the establishment of a system of accounting and budgetary controls. The annual budget and accounting reports must be filed with the State Department of Education.

The present members of the Board, their offices, if any, and the expiration of their respective terms are as follows:

Name	District	Term Expires
Chad Choate III, Chair	4	November, 2026
Cindy Spray, Vice Chair	2	November, 2026
Gina Messenger	1	November, 2024
Mary Foreman	3	November, 2024
Richard Tatem	5	November, 2026[(1)]

[(1)] Mr. Tatem tendered his resignation from the Board on May 30, 2024, to run for the Florida House District 72 seat, but his resignation does not take effect until November 5, 2024. Since the remainder of Mr. Tatem's term is less than 28 months, his seat will be filled through appointment by the governor's office.

Superintendent of Schools

The Superintendent of Schools is appointed by the Board and serves as ex-officio Secretary of the Board. The Superintendent's powers include, but are not limited to, keeping the records of the Board, acting as custodian for District property, directing preparation of long-term and annual school programs, directing the work of district personnel, making policy recommendations to the Board in the area of child welfare, public transportation, school plant and district finance, and performing the additional duties assigned to him by law and the regulations of the Florida Department of Education ("FDOE"). His current contract was effective July 3, 2023 and will expire on June 30, 2026, unless sooner extended pursuant to the renewal provisions set forth in the contract.

Dr. Jason C. Wysong, Superintendent of Schools. Dr. Jason Wysong is serving his 2nd year as Superintendent of the District. Dr. Wysong has over 25 years' experience in K-12 education. He began his career in education as a teacher of high school social studies and coach of nationally competitive debate teams at two secondary schools in central Florida over seven years. He then spent the next 16 years with Seminole County Public Schools, beginning there as a high school administrator. He moved to the district office four years later, working in several instructional positions and culminating as Deputy Superintendent, a role in which he led K-12 instruction and organized strategic action across all district departments and schools. Dr. Wysong attended K-12 schools in Miami-Dade County, Florida followed by two degrees from the University of Florida (B.A., Political Science & History; M.Ed., Social Studies Education) and two more from the University of Central Florida (Ed.S., Educational Leadership; Ed.D. Educational Leadership). Dr. Wysong is a Manatee County homeowner and resides there with his wife—a school administrator in Pinellas County, Florida—and their son, who attends a District middle school.

Administration

Rachel Sellers, Deputy Superintendent of Business Services. Mrs. Sellers has been the Deputy Superintendent of Business Services for the District since January 2023. Prior to coming to the District, Mrs. Sellers worked 32 years at the State of Florida Auditor General and was Audit Supervisor between 2017 and 2023. Mrs. Sellers has a Master's Degree in Accountancy (MACC) and has been a Certified Public Accountant since 1992.

Catherine Miley Hayden, Director of Finance. Ms. Hayden has been the Director of Finance since February of 2022. Prior to holding this position Ms. Hayden has worked in various other finance positions with the District starting in 2001.

Employee Relations

The professional staff of the District includes teachers, supervisors, analysts, specialists and administrators. Other personnel include teachers' aides, clerks and secretaries, bus drivers, cafeteria personnel, custodial and maintenance workers and mechanics. As of September 6, 2024, the Board employed approximately 6,057 employees. Approximately 2,938 instructors are represented by the Manatee Education Association (the "Education Association"). The three year contract between the Board and the Education Association expires June 30, 2025. Approximately 918 support personnel of the District are represented by the American Federation of State County and Municipal Employees ("Support Association"). The three year contract between the Board and the Support Association expires June 30, 2026. State law requires operating under the current contract until a new contract has been negotiated

and approved, and prevents public employees and employee organizations from conducting a strike or instigating a strike against a public employer. The remaining employees, who are primarily administrators, are not represented by a union and are not subject to a collective bargaining agreement.

Academics

During the Fiscal Year 2024-25, the Board has budgeted to operate 54 schools, including 31 elementary schools, nine middle schools, two combination K-8 schools, seven high schools, one alternative education school, one ESE Center, one post-secondary school (operated at two sites), and two virtual schools. The District also has budgeted to sponsor 12 contract sites (including four Department of Juvenile Justice sites), and 15 charter schools.

The District provides standards based programs to serve students of widely varying academic levels, interests, and needs. The largest numbers of students are served in the K-12 basic programs. These include programs in reading and language arts, mathematics, science, social studies, the arts, foreign language, technology, and physical education/health.

The focus at the District's elementary schools is to provide a solid foundation in the core academic areas and to introduce students to experiences in the fine arts and technology. The elementary school program emphasizes basic skills including reading, writing, language arts, and mathematics. Balance curriculum also includes instruction in science, computer literacy, health, social studies, art, music, and physical education. Advanced students may take courses above their grade level, including middle school options virtually.

At the middle school level, the academic courses extend the fundamental skills, and students begin instructional programs in areas of personal interest. The middle school program begins with middle school curriculum centering on English, math, science, computer literacy, and social studies. Students are encouraged to begin developing their strengths and interests through electives such as art, music, foreign languages, and vocational exploratory programs. Advanced students may take high school level courses for credit in the traditional classroom or other areas virtually.

High school programs are designed to meet the needs of the college bound as well as vocational students. All of the high schools are fully accredited by the Southern Association of Colleges and Schools. Students who plan to continue their education into college may take a broad range of college preparatory courses as well as advanced placement and honors courses.

Budget Process

State law requires the Board to adopt in each Fiscal Year a tentative budget and a final budget, each of which is required to be balanced with available funds. The Superintendent, with input from staff, principals, the budget committee and interested community groups, prepares and submits to the Board a recommended budget. The Board adopts the recommended budget, with such modifications as it deems necessary, as the tentative budget for the District. After public hearings on the tentative budget, the Board adopts a final budget and forwards it to the FDOE. When approved by the FDOE, the final budget is designated as the official budget and governs the general operations for the Fiscal Year, unless

subsequently amended by the Board. The final budget for Fiscal Year 2024-25 was adopted by the Board on September 10, 2024. See "AD VALOREM TAXATION – Millage Set by Local Governing Body."

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Statistical Data

The following table presents a summary of general statistical data regarding the District.

SUMMARY OF STATISTICAL DATA
FIVE-YEAR HISTORY

School Year	Number of Schools[1]	Number of Classroom Instructors[1]	Unweighted FTE Students[1]	Average General Fund Expenditure per FTE Student
2023-2024	54	4,050	54,631	$10,208
2022-2023	54	3,842	52,130	9,470
2021-2022	54	3,773	50,680	9,100
2020-2021	53	3,734	48,826	9,571
2019-2020	53	3,770	49,436	9,453

[1] Does not include the two operating sites of the Manatee Technical College. Includes charter schools.

Source: Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2024.

The following table presents the projected full time equivalent enrollment of the District for the School Years shown:

School Year	Estimated District School FTE Students
2024-25	56,465
2025-26	57,643
2026-27	58,707
2027-28	60,185
2028-29	61,506
2029-30	63,076

Source: State of Florida Office of Economic & Demographic Research, Conference Report for Pre-K-12 Enrollment Education Estimating Conference, Florida School District Programs Unweighted Full-Time Equivalent (FTE) Student Enrollment, July 25, 2024.

FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT

The following briefly describes financial results of the District and certain District liabilities. For additional information concerning such matters, see "APPENDIX B – THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2024."

Accounting and Funds

Pursuant to Section 11.45, Florida Statutes, as amended, the financial operations of the District are subject to audit by independent auditors of the District at least two out of every three fiscal years with the Auditor General's office auditing the financial operations of the District once every three fiscal years. The District retained the independent accounting firm of Cherry Bekaert LLP to audit its financial operations, whose report for the Fiscal Year ended June 30, 2024 is attached hereto as part of "APPENDIX B – THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2024" attached hereto.

Accounting policies conform with generally accepted accounting principles applicable to state and local governmental units. Accordingly, the District's accounting system is organized on the basis of funds and account groups. A fund is an accounting entity having a self-balancing set of accounts for recording assets, liabilities, fund equity, revenues, either expenditures or expenses depending on fund type, and other financing sources and uses.

The fund financial statements provide information about the Board's funds, including its fiduciary funds and blended component units. Separate statements for each fund category – government, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds. Because the focus of the governmental fund financial statements differs from the focus of the government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as investment earnings, result from non-exchange transactions or ancillary activities.

The accounting practices of the Board are designed to conform to generally accepted accounting principles applicable to governmental units. GASB Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, and related GASB pronouncements, created new basic financial statements for reporting the District's financial activities. In addition to fund financial statements, the financial statements include government-wide financial statements prepared on the accrual basis of accounting that split the District's programs between government and business-type activities.

Governmental Fund Types

The District reports the following major governmental funds:

General Fund – the primary operating fund of the District to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

Special Revenue – Federal Education Stabilization Fund – to account for certain Federal grant program resources provided as emergency relief to address the impact of COVID-19 on elementary and secondary education.

Debt Service – Other Debt Service Fund – to account for the accumulation of resources for and the payment of debt principal, interest, and related costs on the sales tax revenue bond, certificates of participation, and other debt service.

Capital Projects – Section 1011.71(2), F.S., Local Capital Improvement Tax Fund – to account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay needs, including new construction, renovation and remodeling projects, new and replacement equipment, motor vehicle purchases, and debt service payments on revenue anticipation notes and certificates of participation.

Capital Projects – Other Capital Projects Fund – to account for various financial resources (e.g., certificates of participation, capital outlay sales tax, impact fees, sales tax revenue bonds, etc.) to be used for educational capital outlay needs, including new construction and renovation and remodeling projects.

Other Fund Types

Additionally, the District reports the following proprietary and fiduciary fund types:

Internal Service Funds – to account for the District's self-insurance programs.

Private-Purpose Trust Funds – to account for financial fees and other moneys for which principal and income benefit individuals or private organizations.

Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized as soon as they are both measurable and available. Revenues are available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current

period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including time requirements, and the amount is received during the period or within the availability period for this revenue sources (within 60 days of year-end). Property taxes, sales taxes, state education funding, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Expenditures are generally recognized when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, claims and judgments, pension benefits, other postemployment benefits, and compensated absences, are only recorded when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under installment-purchases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

The proprietary and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting.

The charter schools are accounted for as governmental organizations and follow the same accounting model as the District's governmental activities.

Auditing System

In addition to local internal audits, other budget reviews are conducted. FDOE conducts regular financial compliance reviews of each school district to ensure that local school districts comply with state regulations. In conjunction with this review, the Financial Management Section of FDOE reviews the cost reporting system of each school district to ensure that the Financial and Program Costs Accounting and Reporting for Florida Schools is being properly implemented by the Board. The District also formed the Audit Planning and Review committee consisting of seven members, in accordance with the Office of Program Policy and Governmental Accountability ("OPPAGA").

General Fund Operations

The Board's general fund revenues are derived from federal and State appropriations and local sources. The table on the following page summarizes results of operations for the general fund for the Fiscal Years 2019-20 through 2023-24, audited, and for Fiscal Year 2024-25, budgeted.

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SUMMARY OF GENERAL FUND OPERATIONS

	Fiscal Year Ended					
	Audited					Budgeted
	2020	2021	2022	2023	2024	2025
REVENUES:						
Federal Direct	$649,906	$750,512	$749,700	$732,434		$1,628,584
Federal Through State and Local	3,763,777	5,006,938	1,939,306	3,495,318		115,000
State Sources	192,192,667	196,784,536	187,138,943	184,980,433		182,478,158
Local Sources	238,180,755	247,931,155	265,568,492	320,453,994		391,290,818
TOTAL REVENUES[1]	$434,787,105	$450,473,141	$455,395,441	$509,662,180		$575,512,560
EXPENDITURES:						
Current:						
Instruction	$297,824,003	$303,272,540	$301,302,466	$324,735,487		$436,533,273
Student Personnel Services	23,014,035	18,015,851	15,040,187	15,367,967		30,119,211
Instructional Media Services	4,795,102	4,705,713	4,887,865	5,089,535		5,750,308
Instruction and Curriculum Development	6,936,991	7,004,812	7,187,656	7,352,744		9,038,935
Instructional Staff Training Services	1,618,454	2,015,570	1,216,101	635,821		2,017,137
Instructional Related Technology	112,334	119,382	121,211	-		147
School Board	1,168,954	1,501,137	1,541,080	1,186,783		1,630,123
General Administration	2,377,483	2,320,133	2,328,824	2,431,291		4,440,064
School Administration	29,618,039	31,093,109	31,552,070	32,169,007		38,952,677
Facilities Services	7,015,445	5,073,128	5,284,781	6,224,044		9,185,506
Fiscal Services	3,066,574	2,891,527	2,771,429	3,196,578		3,881,577
Central Services	9,928,956	10,204,671	10,562,664	10,938,993		16,646,461
Student Transportation Services	16,466,215	14,505,548	15,830,787	15,950,247		21,243,010
Operation of Plant	33,587,322	35,336,012	38,158,603	42,007,717		53,906,399
Maintenance of Plant	9,859,799	9,568,785	8,978,815	9,530,352		12,340,728
Administrative Technology Services	9,364,105	7,444,604	7,294,610	7,354,769		9,114,384
Community Services	5,167,440	4,634,328	5,922,718	6,867,699		6,944,106
Capital Outlay:						
Facilities Acquisition and Construction	15,691	27,329	-	18,571		-
Other Capital Outlay	5,085,700	1,702,237	1,146,457	1,264,881		-
Debt Service:						
Interest and Fiscal Charges	281,450	110,842	67,046	1,325,590		655,377
TOTAL EXPENDITURES[1]	$467,304,092	$461,547,258	$461,195,370	$493,648,077		$662,399,420
Excess (Deficiency) of Revenues						
Over Expenditures	$(32,516,987)	$(11,074,117)	$(5,798,929)	$16,014,102		$(86,886,860)
OTHER FINANCING SOURCES:						
Proceeds from the Sale of Capital Assets	-	-	-	14,100,000		-
Transfers In	22,320,810	21,811,513	20,731,449	21,341,924		24,916,839
Transfers Out	-	(168,460)	(6,804,370)	(15,882,389)		-
TOTAL OTHER FINANCING SOURCES[1]	$23,320,810	$21,643,053	$13,927,079	19,559,535		$24,916,839
Net Change in Fund Balances[1]	$(10,196,177)	$10,568,936	$8,128,150	$35,573,637		$(61,970,021)
FUND BALANCES, Beginning[2]	$39,214,896	$31,691,250	$42,260,186	50,388,336		112,741,820
FUND BALANCES, Ending[1]	$29,018,719	$42,260,186	$50,388,336	$85,961,973		$50,771,779
Nonspendable	589,122	864,873	691,636	643,367		517,798
Restricted	11,747,589	12,718,111	6,950,507	14,186,759		1,009,672
Assigned	5,877,706	4,917,553	6,482,925	9,528,799		-
Unassigned	10,804,302	23,759,649	36,263,268	61,603,049		49,244,329

[1] Totals may not add due to rounding.

[2] The fund balance for Fiscal Year 2020-21 was adjusted by $2,672,531 due to a restatement of beginning net position resulting from the adoption of Governmental Accounting Standards Board ("GASB") Statement No. 84, Fiduciary Activities, which caused the beginning fund balance for Fiscal Year 2021-22 to be $31,691,250.

Sources: For the Fiscal Years 2019-20 through 2022-24, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2020 through 2024. For Fiscal Year 2024-25, District Annual Budget for the Fiscal Year 2024-25, dated September 10, 2024.

Required General Fund Ending Balance

Section 1011.051, Florida Statutes, entitled "Guidelines for general funds" requires that if a school district's General Fund ending balance not classified as restricted, committed, or nonspendable in the approved operating budget is projected to fall below 3% of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education (the "Commissioner"). The section further requires that if the General Fund ending balance not classified as restricted, committed or nonspendable is projected to fall below 2% of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification of a balance below 2%, if the Commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to Florida Statutes pertaining thereto, the Commissioner shall appoint a financial emergency board that may take certain delineated steps to assist a district school board in complying with the General Fund requirements. The table below shows the assigned and unassigned ending fund balances and percentage of General Fund revenues for the Fiscal Years shown below:

ASSIGNED AND UNASSIGNED ENDING FUND BALANCE FOR THE DISTRICT'S GENERAL FUND

Fiscal Year Ended June 30	Assigned and Unassigned Ending General Fund Balance	Percentage of General Fund Revenues
2020	$16,682,008	3.84%
2021	28,677,202	6.37
2022	42,746,193	9.39
2023	71,131,848	13.60
2024	_____	__.__
2025[(1)]	49,244,329	8.56

[(1)] Budgeted.

Sources: For the Fiscal Years 2019-20 through 2022-24, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2020 through 2024. For Fiscal Year 2024-25, District Annual Budget for the Fiscal Year 2024-25, dated September 10, 2024.

Capital Project Funds Operations

The table on the following page summarizes results of operations for the capital project funds for the Fiscal Years 2019-20 through 2023-24, audited, and for Fiscal Year 2024-25, budgeted.

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SUMMARY OF CAPITAL PROJECTS FUNDS OPERATIONS

	Audited					Budgeted
Fiscal Year Ended	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
REVENUES						
State Sources	$6,690,495	$5,358,105	$5,699,151	$8,438,025		$16,603,303
Local Sources	114,290,614	130,404,429	145,595,872	164,540,360		206,136,905
TOTAL REVENUES[2]	$120,981,109	$135,762,534	$151,295,023	$172,978,385		$222,740,208
EXPENDITURES						
Current – Education:						
Facilities Services	$24,480,275	$29,404,671	$28,700,699	$12,370,412		
Fixed Capital Outlay:						
Facilities Acquisition and Construction	20,083,144	33,117,597	47,099,615	348,337,672		
Charter School Local Capital Outlay Sales Tax	-	2,026,902	2,481,379	4,479,006		
Other Capital Outlay	7,658,551	6,495,690	5,339,503			
Debt Service						
Principal	557,182	1,699,234	1,710,507	1,603,998		1,819,333
Interest and Fiscal Charges	93,297	56,771	$122,150	72,955		-
TOTAL EXPENDITURES[2]	$52,872,179	$72,800,865	$85,453,853	$366,864,043		$486,256,726
Excess (Deficiency) of Revenues Over Expenditures[2]	$68,108,930	$62,961,669	$70,386,651	$(193,885,658)		$(263,516,518)
OTHER FINANCING SOURCES (USES)						
Issuance of Capital Lease	-	$4,583,664	-	-		-
Proceeds from Sales of Capital Assets	-	-	-	-		-
Inception of Installment-Purchases	-	-	$1,100,565	-		$401,797
Loans	-	-	-	171,862		-
Certificates of Participation			-	130,000,000		140,000,000
Transfers In	-	-	$6,804,370	-		-
Transfers Out	(52,077,904)	(51,497,546)	(42,421,602)	(50,758,709)		(58,910,890)
TOTAL OTHER FINANCING SOURCES (USES)[2]	$(52,077,904)	$(46,913,882)	($34,516,667)	$79,413,153		$81,490,907
Net Change in Fund Balances[2]	$16,031,026	$16,047,787	$31,324,503	$(114,472,505)		$(182,025,611)
FUND BALANCES, Beginning	$61,842,669	$77,873,695	$93,921,482	$125,245,984		$303,480,407
FUND BALANCE, Ending[3]	$77,873,695	$93,921,482	$125,245,985	$10,773,479		$121,454,796

[1] Includes the following capital projects funds: Sections 1011.14/1011.15 Loan Fund, Local Capital Improvement Fund, Other Capital Projects Fund, Public Education Capital Outlay Fund, and Capital Outlay & Debt Service Fund.

[2] Totals may not add due to rounding.

[3] The Ending Fund Balance in prior years represent the funds remaining at the end of that fiscal year after all expenses have occurred. The Final Budgeted Ending Fund Balance in Fiscal Year 2022-23 established September 6, 2022, represents all funds set aside for Capital Projects with the assumption that all projects will be expended at fiscal year end June 30, 2023. The budgeted Capital Projects funds not expended will increase the Ending Fund Balance at June 30, 2023 and roll forward to the 2023-24 Capital Projects. The District estimates its Fiscal Year 2022-23 Ending Fund Balance, at June 30, 2023, will be approximately $150,000,000.

Sources: For the Fiscal Years 2019-20 through 2022-24, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2020 through 2024. For Fiscal Year 2024-25, District Annual Budget for the Fiscal Year 2024-25, dated September 10, 2024.

Direct and Overlapping Debt

The following table summarizes the District's direct and overlapping long-term debt.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
(UNAUDITED)

	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct And Overlapping Debt
School District of Manatee County(1)			
Bonds Payable(2)	$10,462,354	100.00%	$10,462,354
Certificates of Participation(2)	260,997,823	100.00%	260,997,823
Leases Payable	3,624,752	100.00%	3,624,752
Installment-Purchases Payable	275,141	100.00%	275,141
Total General Bonded Debt			$275,360,070
Revenue Bond Payable	90,120,000	100.00%	$90,120,000
Total Net General Bonded Direct			$365,480,070
Overlapping Debt(3)			
City of Anna Maria	N/A	N/A	N/A
City of Bradenton(4)	$21,027,483	100.00	$21,027,483
Town of Longboat Key	46,416,882	100.00	46,416,882
City of Palmetto	17,969,191	100.00	17,969,191
Manatee County	289,170,000	100.00	289,170,000
Total Overlapping Debt			$374,583,556
Total Direct and Overlapping Debt			$740,063,626

(1) As of June 30, 2024.

(2) Information was obtained from the September 30, 2024 financial statements of each respective governmental entity. Since the geographic boundaries of each governmental entity is within the geographic boundaries for which the District services, 100% of the debt has been included.

(3) Amount includes premiums and discounts.

(4) The annual financial report for the Fiscal Year ended September 30, 2023 for the City of Bradenton, Florida is currently not available.

Sources: Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2024.

Retirement and Other Post-Employment Benefits

Florida Retirement System. Essentially all regular employees of the District are eligible to enroll as members of the Florida Retirement System (the "FRS"). The FRS is a single retirement system administered by the Florida Department of Management Services ("DMS"), and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (the "FRS Pension Plan"), a Deferred Retirement Option Program (the "DROP"), a Retirement Health Insurance Subsidy Plan (the "HIS Plan"), and a defined-contribution plan, referred to

as the Florida Retirement System Investment Plan (the "Investment Plan"). A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, information about the FRS's fiduciary net position, and other relevant information, is available from the DMS at: www.dms.myflorida.com.

FRS Pension Plan. The State Legislature establishes contribution rates for employers and employees participating in the FRS Pension Plan. The District's contributions to the FRS Pension Plan totaled $27,094,199 for the Fiscal Year 2023-24. At June 30, 2024, the District reported a liability of $224,442,812 for its proportionate share of the FRS Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2023. The District's proportionate share of the net pension liability was based on the District's 2022-23 fiscal year contributions relative to the total 2022-23 fiscal year contributions of all participating members. At June 30, 2023, the District's proportionate share was 0.5632%, which was an decrease of 0.0325% from its proportionate share of 0.5957% measured as of June 30, 2022. For the fiscal year ended June 30, 2024, the District recognized the FRS Pension Plan pension expense of $46,063,118.

HIS Plan. The HIS Plan is funded by required contributions from FRS participating employers as set by the State Legislature. The District's contributions to the HIS Pension Plan totaled $5,002,604 for the fiscal year ended June 30, 2023. At June 30, 2024, the District reported a net pension liability of $120,775,140 for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of benefit payments expected to be paid within one year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022, and update procedures were used to determine the net pension liability as of June 30, 2023. The District's proportionate share of the net pension liability was based on the District's 2022-23 fiscal year contributions relative to the total 2022-23 fiscal year contributions of all participating members. At June 30, 2023, the District's proportionate share was 0.7605 percent, which was a decrease of 0.0227 percent from its proportionate share of 0.7832 percent measured as of June 30, 2022. For the fiscal year ended June 30, 2024, the District recognized the HIS Plan pension expense of $45,619,452.

Investment Plan. The District's Investment Plan pension expense totaled $13,135,257 for Fiscal Year 2023-24.

For additional information concerning the FRS Pension Plan, the HIS Plan, and the Investment Plan, see Note III.E. and the Required Supplementary Information to the audited financial statements attached hereto as "APPENDIX B – THE ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2024."

Other Post Employment Benefit Program. The Other Postemployment Benefits Plan ("OPEB") is a single employer defined benefit plan administered by the District that provides healthcare and prescription drug insurance benefits for all employees who satisfy the District's retirement eligibility provisions. The District's total OPEB liability of $15,949,815 was measured as of June 30, 2024 and was determined by an actuarial valuation as of July 1, 2024, and updated procedures were used to determine the OPEB liability as of June 30, 2024. For Fiscal Year ended June 30, 2023, the District recognized OPEB expense of $2,681,467. For additional information on OPEB liability, see Note III.F. and the Required Supplementary Information to the audited financial statements attached hereto as "APPENDIX B – THE

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2024."

Investment Policy

Assets of the District are governed by an investment policy adopted by the Board on June 27, 2017, under the provisions of Section 1001.41, Florida Statutes, as amended. Furthermore, the investment of certain assets held under the Series 2025A Trust Agreement are also governed by the terms and provisions of the Series 2025A Trust Agreement.

Pursuant to the District's investment policy, the Superintendent will invest all temporarily idle funds not needed for immediate disbursement to cover Board obligations in order to maximize investment income. The following are authorized investments under the investment policy:

(a) Florida PRIME;

(b) United States Government Securities;

(c) United States Government Agencies (full faith & credit of the United States Government);

(d) Federal Instrumentalities (United States Government Sponsored Enterprises "GSE");

(e) Interest Bearing Time Deposit or Saving Accounts;

(f) Repurchase Agreements;

(g) Commercial Paper;

(h) Corporate Notes;

(i) States and/or Local Government Taxable and/or Tax-Exempt Debt;

(j) Registered Investment Companies (Money Market);

(k) Short Term Bond Fund; and

(l) Intergovernmental Investment Pool.

The investment policy described above may be revised by the Board from time to time.

AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS

The Board derives its revenues for capital outlay projects from certain State and local sources. The major categories of these revenue sources are briefly described below. In Fiscal Year 2024-25, excluding borrowing proceeds and existing fund balances, the Board has budgeted that approximately ____% of the annual revenues for capital improvements will be provided by State sources and approximately ____% will be provided by local sources.

State Sources

Public Education Capital Outlay. One source of State educational funding contributions to the Board's capital outlay requirements is the Florida Public Education Capital Outlay Program ("PECO"). PECO funds are derived from revenues generated from the gross receipts tax levied on utilities pursuant to Article VII of the Constitution of the State of Florida. The vast majority of such revenues are generated from assessments imposed on the sale of telecommunication services and electricity pursuant to Chapter 203, Florida Statutes. The method of allocation of funds to the district school boards is provided by State law based upon a statutory formula, a component of which is the number of full-time equivalent students in the school system. The Commissioner administers the PECO program and allocates or reallocates funds as authorized by law. In recent years, almost all PECO funds have been allocated to charter schools in the State. The Board received $109,511 and $_____ in PECO funds for Fiscal Years 2022-23 and 2023-24, respectively. The Board did not receive any PECO funds for Fiscal Years 2019-20, 2020-21, or 2021-22. The Board has budgeted to receive $3,748,001 in PECO funds for Fiscal Year 2024-25.

Capital Outlay and Debt Service Funds. The State Capital Outlay and Debt Service Funds ("CO&DS") also provides funds for the Board's capital outlay requirements. CO&DS funds are derived from a portion of the revenues collected from motor vehicle license charges. The Board received $1,293,177, $1,356,739, $1,442,884, $1,567,895, and $_____ in CO&DS funds for Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24, respectively. The Board has budgeted to receive $1,712,268 in CO&DS funds for Fiscal Year 2024-25. CO&DS funds are legally available to the Board to pay the Principal Component and Interest Component of Basic Rent Payments, but only if the Project financed thereby appears on a project priority list approved by the State Board of Education. The Series 2025A Project is not on the project priority list.

Capital Outlay Bonds. Annually, the State offers to bond a portion of future CO&DS funds for school districts. The Capital Outlay Bonds are serviced entirely by the State using a portion of the District's share of revenue derived from CO&DS funds. The annual sinking fund requirements are determined by the State Board of Administration (the "SBA") and amounts necessary to retire bonds and pay interest are withheld from amounts due to the District. CO&DS funds in the amount of $591,731, $486,602, $472,543, $410,181, $_____ were withheld from the allocations in Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24, respectively. The District has budgeted to have $339,800 in CO&DS funds withheld in Fiscal Year 2024-25. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT – Direct and Overlapping Debt" herein.

Other State Sources. Under the Act, the District may be entitled to receive other State revenues pursuant to other programs if the District achieves certain standards relating to its capital outlay efforts. Some of such revenues may be used to make lease purchase payments. It is not possible at this time to determine or estimate the amount of such State revenues, if any, that the District may receive in the future.

Local Sources

Local revenue for school district support is derived in large part from real and tangible personal property taxes. There are no local non-property taxes levied specifically for schools. In addition, the District receives local option sales surtax revenues, educational impact fees, and earns interest on cash invested and collects other miscellaneous revenues.

AS DESCRIBED HEREIN, THE DISTRICT EXPECTS TO PAY THE BASIC RENT PAYMENTS WITH RESPECT TO THE SERIES 2025A CERTIFICATES FROM THE EDUCATIONAL IMPACT FEES AND THE CAPITAL OUTLAY MILLAGE, EACH AS DESCRIBED BELOW. NOTWITHSTANDING THE FOREGOING, THE BOARD DOES NOT HAVE THE ABILITY TO APPROPRIATE BASIC RENT PAYMENTS FOR ONE LEASE OR SOME COMBINATION OF LEASE ONLY. THE BOARD'S ANNUAL APPROPRIATION FOR BASIC RENT PAYMENTS MUST BE FOR ALL LEASES UNDER THE MASTER LEASE PROGRAM OR IT MUST TERMINATE ALL LEASES UNDER THE MASTER LEASE. IN THE EVENT THE BOARD DECIDES NOT TO APPROPRIATE FUNDS IN ITS ANNUAL BUDGET FOR ALL OF SUCH LEASES, THE BOARD WOULD, AT THE TRUSTEE'S OPTION, HAVE TO SURRENDER PROJECTS, INCLUDING THE SERIES 2025A PROJECT, TO THE TRUSTEE FOR THE BENEFIT OF THE OWNERS OF THE CERTIFICATES WHICH FINANCED OR REFINANCED SUCH PROJECTS.

Capital Outlay Millage Levy. Local revenue for school district support is derived primarily from real and tangible personal property taxes. See also "AD VALOREM TAXATION."

School boards may levy non voted millage for capital outlay and maintenance purposes, pursuant to Section 1011.71(2), Florida Statutes (the "Capital Outlay Millage"). Revenues from the Capital Outlay Millage may be used to fund, among other things, new construction, remodeling, site acquisition and improvement; maintenance and repair; school bus purchases; payments under lease purchase agreements and certain short-term loans.

The maximum amount of Capital Outlay Millage may be up to 1.50 mills (each mill represents $1 of tax assessment per $1,000 of property value assessment, subject to certain exclusions). For each Fiscal Year since Fiscal Year 2019-20, the Board has levied a Capital Outlay Millage of 1.500 mills. The revenues generated from the Capital Outlay Millage received by the Board for Fiscal Years, 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 are $60,516,116, $64,261,360, $69,048,580, $86,830,455, and $_____, respectively. The Board has budgeted to receive $113,267,626 of revenues generated from the Capital Outlay Millage for Fiscal Year 2024-25.

Payment of Lease Payments from the Capital Outlay Millage may not exceed three-fourths of the revenues generated from the Capital Outlay Millage; however, such three-fourths limitation is waived for lease-purchase agreements originally entered into prior to June 30, 2009. The three-fourths limitation is applicable to the Series 2010A-QSCB Lease Agreement and the Series 2011A Lease Agreement.

If revenue generated from the Capital Outlay Millage is insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2008, an amount equal to the revenue generated from 0.50 mills of the operating levy may be used to make such lease payments. Additionally, if revenue from the Capital Outlay Millage is insufficient to make payments due under a lease-purchase agreement entered into prior to June 30, 2009, or to meet other critical school district fixed capital outlay needs, a school board may elect to levy a capital outlay discretionary millage up to an additional 0.25 mills (the "Capital Outlay Discretionary Millage"). The Capital Outlay Discretionary Millage is in addition to the 1.50 mills Capital Outlay Millage and is in lieu of levying an equivalent amount of the Current Operating Discretionary Millage. The District did not levy any Capital Outlay Discretionary Millage for the Fiscal Years 2019-2020 through 2023-24, and has not budgeted to levy any Capital Outlay Discretionary Millage for the Fiscal Year 2024-25. See "AD VALOREM TAXATION – Millage Set by Local Governing Body."

Maximum Construction Cost Limits. A school board may not use revenues from the Capital Outlay Millage to pay for any portion of the cost of any new construction of educational plant space with a total cost per student station, including change orders, in excess of the amounts set forth in Section 1013.64(6)(b)1., Florida Statutes, as adjusted (the "Maximum Cost Per Student Station"). For purposes of calculating the Maximum Cost Per Student Station, certain costs such as legal and administrative costs, site improvement costs (incidental to construction), costs related to hurricane sheltering/hardening, and school security/hardening capital improvements, among other costs, are not included. However, if the new construction of educational plant space is subject to a lease-purchase agreement entered into pursuant to Section 1011.71(2)(e), Florida Statutes (such as the Series 2025A Lease), a district school board (i) may use certain other funding sources (including the Surtax (as defined herein), educational impact fees, and voter approved ad valorem taxes, in each case if legally available for such purpose) to pay for the new construction of educational plant space, and (ii) may, but is not required to, use the Capital Outlay Millage and certain state funding sources to pay for the portion of the cost for new construction of educational plant space which does not exceed the Maximum Cost Per Student Station requirements or to costs which are not included in Maximum Cost Per Student Station calculation. See "RISK FACTORS – Construction Cost Maximums" herein.

On March 27, 2023, the Governor of the State approved House Bill No. 1 ("HB 1"), which provides that an unfinished construction project for new construction of educational plant space that was started on or before July 1, 2026, is exempt from the Maximum Cost Per Student Station. In 2024, the Florida Legislature enacted Senate Bill 7002 ("SB 7002"), which extends the exemption from the Maximum Cost Per Student Station to July 1, 2028. The Series 2025A Project is a construction project for new construction of educational plant space that will be started on or before July 1, 2028 and is exempt from the Maximum Cost Per Student Station.

Sharing of Capital Outlay Millage with Charter Schools. On May 11, 2023, CS/CS/HB Bill 1259 ("HB 1259") was approved by the Governor of the State. HB 1259 modifies the provisions of Section 1013.62, Florida Statutes, relating to Capital Outlay Millage revenues that are required to be shared with eligible charter schools in each school district in the State. HB 1259 removes the State funding threshold for purposes of determining whether Capital Outlay Millage revenues must be shared with eligible charter schools in a school district and establishes a five-year glide path of local sharing of Capital Outlay Millage revenues between each school district in the State and eligible charter schools therein. The calculation methodology set forth in HB 1259 would first reduce a school district's available Capital Outlay Millage revenues by the school district's annual debt service for obligations incurred as of March 1, 2017, which are being satisfied by the Capital Outlay Millage revenues and which have not been subsequently retired. The remaining Capital Outlay Millage revenues would then be divided by the sum of (a) the school district's capital outlay FTE students and (b) the total number of FTE students at eligible charter schools in the school district to determine a capital outlay allocation per FTE student. Next, such capital outlay allocation per FTE student would be multiplied by the total number of FTE students at each eligible charter school in the school district to determine a capital outlay allocation for each charter school in the school district. Next, if applicable, the capital outlay allocation to each charter school would be reduced by the total amount of State funds allocated to each charter school in the school district thereby reducing the amount of Capital Outlay Millage revenues required to be shared by the school district. The remaining amount, if any, is the amount the school district must share with eligible charter schools in the school district in such year. However, the legislation provides for a five-year phase in for such amounts so that the amount to be paid by the school district for each year pursuant to the above-described methodology will be multiplied by 20% for Fiscal 2023-24 and increase by 20% each year until Fiscal Year 2027-28 at which time it would equal 100% of the amount described in the preceding sentence. HB 1259

took effect on July 1, 2023. The passage of HB 1259 is expected to reduce the amount of Capital Outlay Millage revenues available to the Board to make Basic Rent Payments on the Series 2025A Certificates. However, the Board does not expect any such reduction to adversely impact its ability to make Basic Rent Payments on the Series 2025A Certificates or the Prior Certificates. The District estimates the amount of Capital Outlay Millage revenues to be shared with charter schools for Fiscal Year 2024-25 is approximately $5,329,781.

Primary Source of Lease Payments. The Capital Outlay Millage is the Board's primary source of payment of Lease Payments on the Series 2025A Lease Agreement and the Prior Leases. The Board is not required to levy any Capital Outlay Millage in the future. Since revenues from the levy of the Capital Outlay Millage may be used for, but not pledged to, the payment of Lease Payments under the Leases, the failure of the Board to levy any of the Capital Outlay Millage would have an adverse effect on available revenues from which the Board may appropriate to make Lease Payments. Additionally, the Capital Outlay Millage revenues are required to be shared with eligible charter schools in the District. See "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation" and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Millage Revenues to Charter Schools" for information concerning legislation that may adversely affect the District's taxable assessed valuation, the levy of the Capital Outlay Millage, and the Capital Outlay Millage available to make Lease Payments.

The following table sets forth the Capital Outlay Millage levy that would provide 1.00x coverage of the maximum annual Basic Rent Payments represented by the Prior Certificates and the Series 2025A Certificates, based on current law and assuming 96% collection of the taxes levied:

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ANTICIPATED CAPITAL OUTLAY MILLAGE LEVY REQUIRED TO COVER MAXIMUM ANNUAL PAYMENTS REPRESENTED BY THE PRIOR CERTIFICATES AND THE SERIES 2025A CERTIFICATES

Fiscal Year 2024-25	
Net Taxable Assessed Valuation[1]	$78,658,074,018
Capital Outlay Millage Levy	1.500
Assumed Tax Collection Rate	96%
Total Revenue Generated by 1.500 mill Levy at 96.0% Collection	$113,267,627
Capital Outlay Millage Required to Satisfy Maximum Annual Basic Rent Payments Represented by the Prior Certificates and the Series 2025A Certificates	
Maximum Annual Basic Rent Payments Represented by the Prior Certificates and the Series 2025A Certificates (Fiscal Year 20__-__)[2][3]	$_____
Minimum Capital Outlay Millage Required to Satisfy Maximum Annual Basic Rent Payments Represented by the Prior Certificates and the Series 2025A Certificates[2][3][4]	____ mills
Sharing of the Capital Outlay Millage with Eligible Charter Schools	
Total Estimated Capital Outlay Millage Revenues Required to be Shared with Eligible Charter Schools[5]	$_____
Capital Outlay Millage Anticipated to be Shared with Eligible Charter Schools[5]	____ mills
Capital Outlay Millage Available After Basic Rent Payments and Charter School Payments	
Anticipated Remaining Capital Outlay Millage[2][3][4][5]	____ mills
Total Estimated Capital Outlay Millage Revenue Remaining[2][3][4][5]	$_____

_____

(1) Such figure is subject to change through the value adjustment board process. See "AD VALOREM TAXATION – Property Assessment and County Property Appraiser."

(2) As described above, the Series 2025A Project is not subject to the Maximum Cost Per Student Station. Therefore, for purposes of this table, the Basic Rent Payments represented by the Series 2025A Certificates represent 100% of the Basic Rent Payments under the Series 2025A Lease Agreement.

(3) Preliminary, subject to change. Assumes the issuance of $_____ in principal amount of Series 2025A Certificates with a true interest cost of ____% and a final maturity of July 1, 20__. Assumes the Outstanding Certificates have the financial arrangements, assumptions, and accounting practices described in footnotes under "CERTIFICATE PAYMENT SCHEDULE." See "ESTIMATED SOURCES AND USES OF FUNDS."

(4) The Series 2010A-QSCB Lease Agreement, the Series 2011A Lease Agreement, the Series 2025A Lease Agreement, and the Series 2023A Lease are subject to the 75% limitation on the use of the Capital Outlay Millage revenues for the payment of lease-purchase agreements and such limitation is not taken into account in calculating the estimated millage levy that would satisfy the Maximum Annual Basic Rent Payments because based on the current millage levy of 1.500 mills, the 75% limitation is 1.125 mills. The District would need to levy a minimum of ____ mills in order to satisfy the Maximum Annual Basic Rent Payments Represented by the Series 2025A Certificates and the Prior Certificates.

(5) Based on requirements of HB 1259 as estimated by the District using information from the Fiscal Year 2024-25. Such estimate is subject to change, and the actual amount may vary from that estimated and such variation could be material. This figure estimates 100% of the amount required to be shared with eligible charter schools; however, such distributions are phased in over the next five years. At this time, the actual amount of the Capital Outlay Millage revenues to be shared with eligible charter schools in future years cannot be determined because the amount of tax collections and charter school enrollment are unknown. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources - Sharing of Capital Outlay Millage with Charter Schools" herein.

School Capital Outlay Surtax. Section 212.055(6), Florida Statutes, authorizes school boards to impose a discretionary sales surtax of 0.5% per dollar for fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses which have a useful life expectancy of five or more years, and any land acquisition, land improvement, design and engineering costs related thereto, as well as retrofitting and providing for technology implementation, including hardware and software for various sites within the District. Surtax revenues may be used for the purpose of servicing bond indebtedness to finance projects authorized by Section 212.055(6), Florida Statutes, and any interest accrued thereto may be held in trust to finance such projects. However, neither the surtax revenues nor any interest accrued thereto may be used for operational expenses. The levy of the surtax must be approved by a referendum of the electors of the county in which the school district is located. By statute, the sales amount above $5,000 on any item of tangible personal property is not subject to the surtax. On November 8, 2016, the citizens of the County approved an extension of the existing discretionary sales surtax of 0.5% (the "Surtax"), to be collected for a 15-year period commencing January 1, 2018, and, expiring on December 31, 2032. The proceeds of the Surtax are used to finance the costs of acquisition, construction, and installation of, and renovation to, certain capital improvements and educational facilities, as well as retrofitting and providing for technology implementation, including hardware and software for various sites, within the District.

The Board received Surtax revenues in the amounts of $31,282,122, $36,684,612, $45,130,466, $49,701,086, and $_____ in Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24, respectively, and has budgeted to receive $53,756,695 in Fiscal Year 2024-25. The Surtax revenues are required to be shared with eligible charter schools in the District, on a pro rata basis. The amount of the Surtax revenues distributed to the District is subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, legislative changes relating to the Surtax, which may include changes in the scope of taxable sales, and other factors which may be beyond the control of the District, including, but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax revenues distributed to the District. See "RISK FACTORS – Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)" herein.

The District issued its Sales Tax Revenue Bonds, Series 2017 (the "Sales Tax Revenue Bonds"), currently outstanding the principal amount of $_____. The maximum annual debt service on the Sales Tax Revenue Bonds is equal to $_____. The Sales Tax Revenue Bonds are limited and special obligations of the District payable solely from and secured by a prior lien upon and pledge of the Surtax Revenues. The District may issue additional sales tax revenue bonds in the future. In the past, the District has used excess Surtax revenues for capital outlay projects and to pay the Basic Rent Payments represented by the Series 2015 Certificates. THE DISTRICT DOES NOT ANTICIPATE USING THE SURTAX REVENUES TO MAKE BASIC RENT PAYMENTS REPRESENTED BY THE SERIES 2025A CERTIFICATES.

Educational Impact Fees. The County imposes an educational impact fee based on an ordinance adopted by the Manatee County Board of County Commissioners (the "BOCC") in 2002 (the "Educational Impact Fees"). This ordinance was most recently amended in November 2017 when Ordinance 2017-046 established, in part, revised the Educational Impact Fees to be collected. The Educational Impact Fees are collected for most new residential construction by the County and each municipality within the County based on an interlocal agreement. The Educational Impact Fees are to be used solely for the purpose of providing capital improvements to the public educational system necessitated by new residential development and are not to be used for any expenditures that would be classified as maintenance or

repair expense. The authorized uses include, but are not limited to, land acquisition; facility design and construction costs; furniture and equipment; and payment of principal, interest and related cost of indebtedness necessitated by new residential development.

For the Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 the District received $21,759,271, $29,073,369 $31,150,906, $37,442,455, and $_____, respectively, in Educational Impact Fee revenues. The Board has budgeted to collect $32,650,000 in Educational Impact Fee revenues for the Fiscal Year 2024-25. There can be no assurance that Educational Impact Fee revenues will be available to the Board in the future, as impact fee rates, as well as their levy, are subject to the discretion of the BOCC. In addition, Educational Impact Fee revenue collections will also vary depending on the rate at which the Educational Impact Fees are imposed, the categories of the buildings on which they are imposed, and the rate of new construction in the County, all of which are outside the control of the Board. Therefore, the Educational Impact Fee collection numbers provided herein, are not a reliable indication of the amount of revenues the Board can expect to receive in future years from the levy of Educational Impact Fees.

WHILE THE BOARD EXPECTS TO USE A PORTION OF THE EDUCATIONAL IMPACT FEE REVENUES TO PAY A PORTION OF THE BASIC RENT PAYMENTS REPRESENTED BY THE SERIES 2025A CERTIFICATES, THE EDUCATIONAL IMPACT FEE REVENUES ARE NOT PLEDGED TO THE PAYMENT OF THE SERIES 2025A CERTIFICATES, AND THE HOLDERS OF THE SERIES 2025A CERTIFICATES WILL NOT HAVE A LIEN UPON ANY EDUCATIONAL IMPACT FEE REVENUES. ADDITIONALLY, THE EDUCATIONAL IMPACT FEE REVENUES MAY BE PLEDGED TO SECURE OTHER BONDS OR OBLIGATIONS ISSUED BY THE DISTRICT IN THE FUTURE AND THE HOLDERS OF SUCH BONDS OR INDEBTEDNESS WOULD HAVE A PRIOR LIEN UPON SUCH EDUCATIONAL IMPACT REVENUES. NOTWITHSTANDING THE FOREGOING, THE DISTRICT DOES NOT CURRENTLY ANTICIPATE THE ISSUANCE OF ANY BONDS OR OBLIGATIONS SECURED BY A PLEDGE OF, AND LIEN UPON, THE EDUCATIONAL IMPACT FEE REVENUES; PROVIDED HOWEVER, THE DISTRICT MAY CAUSE THE ISSUANCE OF ADDITIONAL CERTIFICATES PAYABLE FROM THE EDUCATIONAL IMPACT FEE REVENUES. THE BOARD HAS NOT PLEDGED THE EDUCATIONAL IMPACT FEE REVENUES TO ANY INDEBTEDNESS.

OPERATING REVENUE OF THE DISTRICT

The District derives its operating income from a variety of federal, State, and local sources. Section 1013.15(2)(a), Florida Statutes, authorizes the use of operating revenues to make lease payments on lease-purchase agreements. While restrictions applicable to the use of certain types of operating revenues (such as federal revenues and State categorical revenues) may prohibit the use of such operating revenues by the Board to make Basic Rent Payments under Section 1013.15(2)(a), Florida Statutes, and there can be no assurance that such funds would be available to the Board to make Basic Rent Payments in the case of such conflicts. Prospective purchasers should assume that operating funds will not be available to make Basic Rent Payments represented by the Series 2025A Certificates and that such payments will be made solely from the Capital Outlay Millage. The major categories of these income sources for the operating revenues are briefly described below.

State Sources

The District's two major sources of funds from the State are (i) the basic Florida Education Finance Program ("FEFP") receipts and (ii) FEFP categorical program receipts.

Florida Education Finance Program. The major portion of State support is distributed under the provisions of the FEFP, which was enacted by the State Legislature in 1973. Basic FEFP funds are provided on a weighted FTE student basis and through a formula that takes into account: (a) varying program costs; (b) cost differentials between districts; (c) differences in per student costs due to the density of student population; and (d) the required level of local support. Program cost factors are determined by the Florida Legislature each year. The amount of FEFP funds disbursed by the State is adjusted four times during each year to reflect changes in FTE and in other variables comprising the formula, as well as to compensate for increases or decreases in ad valorem tax revenue resulting from adjustments to the valuation of non-exempt property in each county. To participate in FEFP funding, the District must levy a minimum millage for operating purposes, which is set by the Florida Department of Education. The District's general fund receipts from the state for FEFP pursuant to the above formula for Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 were $123,838,026, $129,100,470, $123,364,892, and $_____, respectively, and are budgeted at $118,431,370 for Fiscal Year 2024-25.

FEFP Categorical Program. FEFP categorical programs are lump sum appropriations from the State intended to supplement local school district revenues to enhance the delivery of educational and support services by each school district. Categorical funds are restricted, meaning that funds must be expended according to guidelines set by State statute, FDOE and/or Florida Administrative Code. In recent years, most categorical programs have been eliminated and the funds are now earmarked within the FEFP base student allocation. The only remaining categorical program is class size reduction. The allocation for class size reduction is based on a funding formula and the majority of the funds available require actual appropriation by the Board for the purposes for which they were provided. Class size reduction funds were $53,427,335, 54,355,701, $49,965,296, $53,621,821, $_____ for Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, respectively, and are budgeted at $50,400,319 for Fiscal Year 2024-25.

State Lottery Revenues. A portion of the revenues generated from the State lottery is distributed to each State school district as Discretionary Lottery revenue and Florida School Recognition Program revenue. The Florida School Recognition program recognizes schools that have received an "A" or improved at least one letter grade from the previous school year and, such revenues are required to be used for nonrecurring bonuses for school faculty and staff, nonrecurring expenditures for educational equipment or materials, for temporary personnel to assist schools in maintaining or improving student performance, or any combination of these. The District received $2,193,119, $2,619,231 and $_____ in Florida School Recognition revenues for Fiscal Years 2019-20, 2022-23, and 2023-24, respectively. The Florida School Recognition program was not funded by the State for Fiscal Years 2020-21 and 2021-22, as the State waived its requirements for measuring school grade progress, which is the main component for awarding Florida School Recognition Funds. The District has not budgeted to receive any Florida School Recognition Funds for Fiscal Year 2024-25. The District received $49,689 in Discretionary Lottery revenues for Fiscal Years 2019-20. The Discretionary Lottery program was not funded by the State for Fiscal Years 2020-21, 2021-22, 2022-23, and 2023-24. The District has not budgeted to receive any Discretionary Lottery revenues for Fiscal Year 2024-25.

Local Sources

Local revenue for District operating support is derived almost entirely from ad valorem real and tangible personal property taxes. In addition, the District earns interest on cash invested and collects other miscellaneous revenues.

The Constitution of the State of Florida limits the non-voted millage rate that school boards may levy on an annual basis for operational funds to 10 mills ($10 per $1,000 of taxable real and personal property value). The millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies. Chapter 1011, Florida Statutes, further limits the millage levy for operational purposes to an amount established each year by the State appropriations act and finally certified by the Commissioner of the State Department of Education. Within this operational limit, each school district desiring to participate in the State's appropriation of FEFP funds for current operations must levy a non-voted millage rate that is determined annually by the Florida Legislature and certified by the Commissioner (the "Required Local Effort"). The Required Local Effort levied by the District for the Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 were 3.887 mills, 3.724 mills, 3.628 mills, 3.274 mills, 3.173 mills, respectively. The Board has budgeted that the Required Local Effort to be levied by the District for Fiscal Year 2024-25 is 3.051 mills.

In addition to the Required Local Effort, school districts are entitled to levy an additional non-voted current operating discretionary millage not to exceed an amount established annually by the Florida Legislature (the "Current Operating Discretionary Millage"). The District levied a Current Operating Discretionary Millage of 0.748 mills for each of the Fiscal Years 2019-20 through 2023-24. The Board has budgeted that the Current Operating Discretionary Millage to be levied by the District for Fiscal Year 2024-25 is 0.748 mills.

School boards may, upon approval by voters in a local referendum or general election, levy an additional millage for operating needs up to an amount that when combined with the non-voted millage does not exceed 10 mills (the "Additional Voted Operating Millage"). The Additional Voted Operating Millage shall be for a maximum of four years. The Board chose to seek voter approval for the levy of up to an additional 1.00 mills for operating purposes for a period of three years. The voters in the County approved such levy and the District levied or will levy 1.00 mills from July 1, 2022 through June 30, 2025. Based on a change in applicable law, the revenues from the Additional Voted Operating Millage for the Fiscal Year 2022-23 and beyond must be shared with charter schools in the District based on the proportionate share of unweighted FTE student enrollment. For the Fiscal Year 2024-25, the District has budgeted that such levy will generate approximately $75,511,751 million, approximately $15,834,813 of which will be shared with charter schools in the District. See "AD VALOREM TAX PROCEDURES - Historical Millage" for current and historical millage levies.

Ad valorem tax revenue collections for operating levies for the Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 were $227,345,430, $234,434,449, $247,484,131, $290,734,599, and $_____, respectively. Ad valorem taxes for operating purposes are budgeted to be $286,869,142 for Fiscal Year 2024-25. The Additional Voted Operating Millage is included in the totals for Fiscal Years 2019-20 through 2022-23, but is not included in the totals for Fiscal Years 2023-24 and 2024-25.

Federal Sources

The District receives certain federal moneys, both directly and through the State, substantially all of which are restricted for specific programs. Much of the revenue is derived from grants that are renewed annually. Many grants reimburse for actual eligible expenses, therefore revenue is not accurately available until projects are reconciled at year end. Federal revenue sources recorded for Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 were $60,685,692, $79,529,957, $120,242,865,

$113,991,039, and $_____, respectively, and $63,481,968 was budgeted at for Fiscal Year 2024-25. Such funds are not available to make Lease Payments on the Lease Agreements.

AD VALOREM TAXATION

The following information is provided in view of the fact that a large portion of the Board's revenues are derived from ad valorem taxation.

Property Assessment and County Property Appraiser

General. Ad valorem taxes may be levied only by counties, school districts, municipalities, and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes shall be levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "AD VALOREM TAXATION – Property Assessment and County Property Appraiser – Limitation on Increase in Assessed Value of Property." The following property is generally subject to taxation in the manner provided by law: (a) all real and personal property in the State and all personal property belonging to persons residing in the State; and (b) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the Constitution of the State of Florida and State law, certain of such property may be exempt from ad valorem taxation. See "AD VALOREM TAXATION – Exemptions from Ad Valorem Taxation."

Determination of Property Valuation. The Property Appraiser of the County (the "Property Appraiser") determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, the District, each municipality within the County, and each other legally constituted special taxing district within the County as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "AD VALOREM TAXATION – Millage Set by Local Governing Body" and "AD VALOREM TAXATION – Property Assessment and County Property Appraiser – Limitation on Increase in Assessed Value of Property" for limitations on increases in assessed value of property.

Limitation on Increase in Assessed Value of Property. The Constitution of the State of Florida limits the increases in assessed just value of homestead property to the lower of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "Save Our Homes Benefit." Further, any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to $500,000 of their Save Our Homes Benefit to a new homestead property purchased within three years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just

value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed 10% of the assessment for the prior year. See "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation."

Preparation of Tax Roll. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which is certified to the Tax Collector of the County (the "Tax Collector") by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "AD VALOREM TAXATION – Tax Collection and Distribution by County Tax Collector."

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (a) request an informal conference with the Property Appraiser to resolve the issue, (b) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (c) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed with the Adjustment Board increased by more than 10% over the previous year. These changes are then made to the final tax roll.

Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition.

Assessed Valuation of Taxable Property

The following table shows the District's assessed and estimated taxable assessed value for the Fiscal Years shown.

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Just Value: Real Property	Just Value: Personal Property	Just Value: Centrally Assessed	Less Exemptions	Total School Taxable Value
2025					
2024	96,178,240,759	4,819,773,727	8,912,430	8,976,958,446	72,026,619,963
2023	77,970,986,580	4,233,591,912	8,933,050	8,278,005,716	59,935,768,812
2022	56,429,391,308	3,705,126,237	9,629,951	7,600,618,870	47,666,050,988
2021	52,057,131,591	3,687,915,638	10,560,886	7,251,861,078	44,398,287,814
2020	49,354,143,540	3,544,713,849	9,171,688	6,866,037,268	41,780,543,525
2019	45,873,929,443	3,398,172,723	9,478,608	6,499,216,631	38,766,742,392
2018	45,930,429,514	3,283,760,529	9,471,191	6,464,230,674	35,999,618,456
2017	39,458,732,427	3,106,498,488	8,385,758	9,458,967,439	33,114,649,234
2016	35,990,421,239	3,095,531,886	7,971,396	8,477,293,975	30,616,630,546

Source: For Fiscal Years 2015-16 through 2022-24, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2024. For Fiscal Year 2024-25, the School District of Manatee County, Florida Finance Department.

Millage Set by Local Governing Body

General. The Constitution of the State of Florida provides that ad valorem taxes shall not be levied in excess of the following millages upon the assessed value of real estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by voters. There is no limit on the amount of ad valorem taxes a local government may levy for the payment of debt service on voter-approved general obligation bonds.

As described above, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior Fiscal Year. See "AD VALOREM TAXATION – Millage Set by Local Governing Body – Millage Rollback Legislation."

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. State law requires the Board to adopt and maintain a balanced tentative budget and a balanced final budget, in which anticipated

revenues less certain required deductions combined with beginning fund balances equal appropriations. The Board is required to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following receipt from the Property Appraiser of the preliminary certification of taxable value. The Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The Superintendent is responsible for preparing the preliminary and tentative budgets for recommendation to the Board. Generally, the final budget is substantially the same as the tentative budget since the Board's hiring plans and materials purchases have been determined before the final Budget is adopted. The Board adopted the final budget for the Fiscal Year 2024-25 on September 10, 2024.

As part of the budget process, the District is required to provide advance notice of the purposes for which the District intends to spend budgeted amounts, including those derived from the revenues generated from the Capital Outlay Millage, and to adopt a budget that shows the capital outlay expenditures applicable to each project. For information regarding the Capital Outlay Millage, see "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources." The District currently lists in such notice all projects that may begin within the Fiscal Year which are reasonably anticipated to be funded from revenues generated from the estimated Capital Outlay Millage. This listing is provided to allow for public input for all capital outlay projects that are reasonably anticipated to be funded from the revenues.

Millage Rollback Legislation. In 2007, the Florida Legislature adopted a property tax plan that significantly impacted ad valorem tax collections for State local governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities, and special districts to rollback their millage rates for the Fiscal Year 2007-08 to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-07; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-07 ad valorem tax revenues by 0% to 9%. In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future Fiscal Years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body. School districts are not required to comply with the particular provisions of the Millage Rollback Legislation relating to limitations on increases in future years.

District Millage Rates. The following table shows the millage rates levied by the District for the Fiscal Years shown:

PROPERTY TAX RATES
(PER $1,000 ASSESSED VALUATION)
(UNAUDITED)

	Fiscal Year Ended					
	2020	2021	2022	2023	2024	2025
General Fund						
Nonvoted School Tax:						
Required Local Effort	3.887	3.724	3.628	3.274	3.173	3.051
Basic Discretionary Local Effort[(1)]	1.748	1.748	1.748	1.748	1.748	1.748
Capital Projects – Local Capital Improvement Fund						
Nonvoted School Tax:						
Local Capital Improvements	1.500	1.500	1.500	1.500	1.500	1.500
Total District Millage Levy	7.135	6.972	6.876	6.522	6.421	6.299

[(1)] Includes the 1.00 mill Additional Voted Operating Millage for Fiscal Years 2018-19 through 2023-24. See "OPERATING REVENUE OF THE DISTRICT – Local Sources" herein.

Sources: For the Fiscal Years 2019-20 through 2022-24, Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2020 through 2024. For Fiscal Year 2024-25, District Annual Budget for the Fiscal Year 2024-25, dated September 10, 2024.

Tax Collection and Distribution by Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such bill with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January, and 1% if paid in the month of February. Taxes paid during the month of March are without discount. Because of the discount in ad valorem taxes for payments made prior to March 1, taxes collected will likely never be 100% of the tax levy.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Delinquent Taxes. All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which taxes were levied. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction (from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the 60th day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner, which includes the possible seizure of the tangible personal property.

Exemptions from Ad Valorem Taxation

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the Constitution of the State of Florida and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate, the imposition of some exemptions by local governments by ordinance. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation – Recent Amendments Relating to Ad Valorem Taxation."

Constitutional Exemptions. The Constitution of the State of Florida provides for the following exemptions from ad valorem taxation:

Exempt Entities/Exempt Purposes. The Constitution of the State of Florida provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be

totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The Constitution of the State of Florida provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than $1,000 and to every widow or widower or person who is blind or totally and permanently disabled, property to the value fixed by general law not less than $500. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of $500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Tangible Personal Property and Renewable Energy Devices. The Constitution of the State of Florida provides that by general law and subject to conditions specified therein, $25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated in Perpetuity for Conservation. The Constitution of the State of Florida provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The Constitution of the State of Florida provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to $50,000. The first $25,000 applies to all property taxes, including school district taxes. The additional exemption, up to $25,000, applicable to the assessed value of the property between $50,000 and $75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following additional homestead exemptions are authorized by State law.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of injury while serving during wartime may be entitled to a $5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. Under certain circumstances, a veteran's surviving spouse may be entitled to carry over these exemptions.

Permanently and Totally Disabled Veterans. A military veteran who is a resident of the State and was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on property they own and use as their homesteads. A similar exemption is

available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Discounts for Disabled Veterans. Each veteran who is age 65 or older and is partially or totally permanently disabled may receive a discount on the assessed value of the property that the veteran owns and uses as a homestead. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Department of Veteran's Affairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Deployed Military Personnel. Each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Florida Legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Exemption for Disabled First Responders. First responders who are totally and permanently disabled as a result of injuries sustained in the line of duty receive ad valorem tax relief on their homestead property. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. The State defines first responders as law enforcement officers, correctional officers, firefighters, emergency medical technicians, and paramedics.

Surviving Spouses of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January 1 of the year in which the first responder died.

Certain Totally and Permanently Disabled Persons. Any real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/wastewater systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes, and certain tangible personal property.

Legislation Relating to Ad Valorem Taxation

Recent Amendments Relating to Ad Valorem Taxation. In recent legislative sessions, several legislative proposals and proposed constitutional amendments were passed (and in the case of constitutional amendments, approved by voters) affecting ad valorem taxation, including classification of

agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing an additional homestead exemption and/or exemption equal to the just value of real property for income restricted persons age 65 or older who have maintained such property as the permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

Future Amendments Relating to Ad Valorem Taxation. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the Florida Legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse effect upon the collection of ad valorem taxes by the District, the District's finances in general or the District's ad valorem taxing power.

Property Tax Levies and Collections

The following table shows the District's property tax levies and collections for the Fiscal Years shown.

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Taxes Levied For the Fiscal Year	Collected Within the Fiscal Year of Levy		Collections in Subsequent Years[1]	Total Collections to Date	
		Amount[1]	Percentage of Levy		Amount[1]	Percentage of Levy
2025				-		
2024	462,480,018	446,069,002	96.45	_____	446,069,002	96.45
2023	390,898,726	377,200,363	96.50	272,475	377,200,363	96.50
2022	328,162,533	316,058,394	96.31	397,344	316,058,394	96.31
2021	309,957,923	298,411,731	96.27	506,766	298,918,497	96.44
2020	298,101,730	287,630,908	96.49	310,207-----	287,941,115	96.59
				-----310,		
2019	284,196,769	274,393,270	96.55	256,097	274,649,367	96.64
2018	237,884,607	229,598,848	96.52	100,227	229,699,075	96.56
2017	229,325,697	221,040,158	96.39	270,897	221,311,055	96.51
2016	222,703,404	215,050,457	96.56	226,283	215,276,740	96.67
2015	206,282,880	194,849,908	94.46	335,140	195,185,048	94.62

[1] Net of allowable discounts.

Note: Property Taxes become due and payable on November 1st of each year. A four percent (4%) discount is allowed if taxes are paid in November, with the discounts declining by one percent (1%) each month thereafter. Accordingly,

taxes collected will never be 100% of the tax levy. Taxes become delinquent on April 1st of each year and tax certificates for the full amount of any unpaid taxes and assessments must be sold not later than June 1st of each year. Accordingly, majority of taxes are collected in the fiscal year levied.

Source: For Fiscal Years 2014-15 through 2023-2024 Annual Comprehensive Financial Report of the School District of Manatee County, Florida for the Fiscal Year Ended June 30, 2024. For Fiscal Year 2024-25, the School District of Manatee County, Florida, Finance Department.

Principal Property Taxpayers

The following table contains the list of the principal property taxpayers in the County as of September 30, 2024:

PRINCIPAL PROPERTY TAX PAYERS
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

Taxpayer	Taxable Value	Percentage of Total Taxable Value[(1)]
Total		

[(1)] Percent of total taxable value is calculated using total school taxable value.

Source: Annual Comprehensive Financial Report of Manatee County, Florida for the Fiscal Year Ended June 30, 2024.

LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES

General

During recent years, various other legislative proposals and constitutional amendments relating to ad valorem taxation and District revenues have been introduced in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service, to provide for additional

procedures and notices to issue tax-supported debt or to require certain local revenues to be shared with charter schools in the school district. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Class Size Reduction

Amendment 9 to the Constitution of the State of Florida requires that the Florida Legislature provide funding for sufficient classrooms so that class sizes can be reduced to certain constitutional class size maximums and Sections 1003.03 and 1013.735, Florida Statutes, implements Amendment 9 (together with Amendment 9, the "Class Size Legislation").

The Class Size Legislation establishes constitutional class size maximums limiting students per class to no more than 18 for pre-kindergarten through third grade, 22 for grades fourth through eighth and 25 for grades ninth through 12th. Compliance is determined on a period-by-period basis. In the event a school district is not in compliance with such requirements, the legislation provides that the State shall reduce the FEFP categorical funds and the base student allocation due to such school district for operational purposes. For those school districts that are in compliance with the constitutional amendment additional funds shall be distributed. The additional distribution is calculated by taking 25% of the total funds reduced from those school districts not in compliance and distributing an amount up to 5% of the base student allocation multiplied by the total district full-time equivalent students. School districts not in compliance are required to submit to the Commissioner a corrective action plan that describes specific actions the district will take in order to fully comply with the requirements by October of the following year. If the district submits the certified plan by the required deadline, the funds remaining after the reallocation to school districts will be reallocated based upon each school district's proportion of the total reduction. However, no district shall have an amount added back that is greater than the amount that was reduced.

The Class Size Legislation also created an "Operating Categorical Fund for Class Size Reduction," the "Classroom for Kids Program," the "District Effort Recognition Grant Program" and the "Class Size Reduction Lottery Revenue Bond Program" to provide funding programs for capital outlays and operating expenditures necessary in relation to these mandated class size reductions.

The Class Size Legislation requires each school board to consider implementing various policies and methods to meet these constitutional class sizes, including encouraging dual enrollment courses, encouraging the Florida Virtual School, maximizing instructional staff, reducing construction costs, using joint-use facilities, implementing alternative class scheduling, redrawing attendance zones, implementing evening and multiple sessions and implementing year-round and non-traditional calendars.

The District complied with the requirements of the Class Size Legislation for the 2023-24 school year. The District expects to be in compliance with the class size maximum for the 2024-25 school year. There can be no assurances that the District will be able to maintain its class size in the manner currently mandated by the Class Size Legislation. While the Class Size Legislation requires that the Florida Legislature, and not local school districts, is generally responsible for the cost of compliance, there can be no assurance that the Florida Legislature will provide funds sufficient to meet the ongoing capital, facility, and operating needs of the District required by the Class Size Legislation. Further, there can be no assurance that the District will have funds sufficient to meet the ongoing capital, facility and operating

needs of the District required by the Class Size Legislation or that compliance therewith will not adversely affect other capital needs and operating costs of the District.

Pre-K Programs

The Constitution of the State of Florida provides that every four year old child in the State shall be offered a free, high quality pre-kindergarten learning opportunity by the State. Chapter 1002, Part V, Florida Statutes, creates a statewide Voluntary Pre-kindergarten Education Program (together with the Constitutional amendment, the "Pre-K Legislation"). Among other things, the Pre-K Legislation provides eligibility and enrollment requirements, authorizes parents to enroll their children in a school-year pre-kindergarten ("Pre-K") program delivered by a private Pre-K provider, a summer program delivered by a public school or private Pre-K provider or, if offered in a school district that meets class-size reduction requirements, a school year Pre-K program delivered by a public school. The Pre-K Legislation also requires school districts to deliver summer Pre-K programs and permits school districts to deliver school year Pre-K programs. Additionally, the Pre-K Legislation appropriates State funds to finance the Pre-K programs and provides the method for calculating the funds allocated to each Pre-K program provider.

There can be no assurance that the Florida Legislature will provide funds sufficient to meet the ongoing capital and facility needs of the District required by the Pre-K Legislation. Further, there can be no assurance that the District will have funds sufficient to meet the ongoing capital and facility needs of the District required by the Pre-K Legislation or that ongoing compliance therewith will not adversely affect other capital needs and operating costs of the District.

Educational Choice

In 2016, the Florida Legislature enacted House Bill 7029 ("HB 7029"). Among other things, HB 7029 allows a parent whose child is not subject to a current expulsion or suspension order may seek enrollment in and transport his or her child to any public school in the State, including a charter school, which has not reached capacity. The school district or charter school shall accept and report the student for purposes of funding through the FEFP. The school district or charter school may provide student transportation at their discretion. HB 7029 requires the capacity determinations of each school district and charter school to be current and identified on their respective school websites. Each school must provide preferential treatment in its controlled open enrollment process to: (a) dependent children of active duty military personnel who moved as a result of military orders, (b) children relocated due to foster care placement in a different school zone, (c) children relocated due to a court ordered change in custody as a result of separation or divorce, or the serious illness or death of a parent, and (d) students residing in the school district. Students residing in the school district may not be displaced by a student from another school district. A student who transfers may remain at the school until the student completes the highest grade level offered. This law took effect with the 2017-18 school year. At present, the impact of the school choice provisions of HB 7029 on the District's finances has been minimal.

HB 7029 also revised the method for enforcing compliance with the Class Size Legislation to clarify that for purposes of enforcing compliance, the calculation is based upon the statutory formula used to determine the reduction in class size categorical funding for noncompliance. See "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Class Size Reduction." At present, it is not anticipated that the Class Size Legislation compliance enforcement provisions of HB 7029 have not had any significant impact on the District's finances.

House Bill No. 7045 ("HB 7045") was passed during the 2021 Florida legislative session and signed into law by Governor DeSantis. HB 7045 merges the State's school choice programs for certain disabled students and expands eligibility for school voucher programs for low- and middle-income students and students subject to harassment, consolidates existing school-choice programs, increases the amount of State funding for the consolidated school-choice programs to $200 million and allows the use of scholarship funds for private school tuition and other expenses such as tutoring, computers, and internet access. If a significant number of eligible students transition to private schools, it is likely to have an adverse impact on the District's finances. See "RISK FACTORS – State Revenues" herein.

HB 1, which significantly expanded the eligibility criteria of the State's school voucher programs, was signed into law by Florida Governor Ron DeSantis on March 27, 2023. HB 1, among other things, expanded eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to any student that is a resident of Florida and is eligible to enroll in kindergarten through grade 12 in a public school. The Family Empowerment Scholarship Program is divided into three programs, the Family Empowerment Scholarship for students attending private schools (the "FES-EO"), the Family Empowerment Scholarship for students with disabilities (the "FES-UA") and the Hope Scholarship Program. HB 1 significantly increased the number of Florida Tax Credit Scholarships that may be awarded each year, and then removed the limits beginning in 2027-28. HB 1, in combination with House Bill 3C which was signed into law and became effective on November 13, 2023, removed the existing limits on the number of FES-EO scholarships that may be given each year. HB 1 also provided that the amount of the Family Empowerment Scholarship is equal to 100% of the school district's FEFP funding per student, including most categorical grants. HB 1 authorized uses of scholarship funds include, among other authorized expenses, tuition and fees for a student to attend eligible private schools. HB 1 took effect on July 1, 2023. House Bill 1403 ("HB 1403") was passed during the 2024 regular Florida legislative session and, among other things, expands eligibility for the Florida Tax Credit Scholarship Program and the Family Empowerment Scholarship Program to include the dependent children of active duty members of the United States Armed Forces who meet certain residency requirements, increases the FES-UA cap from three percent to five percent and repeals the scholarship funding portion of the Hope Scholarship Program. HB 1403 will go into effect on July 1, 2024. The expansion of the school choice programs in the State could potentially lead to a substantial increase in the number of Florida Tax Credit Scholarships and/or Family Empowerment Scholarship recipients. If a significant number of eligible students in the District transition to private schools or other scholarship eligible programs, it is likely to have an adverse impact on the District's finances. See "RISK FACTORS – State Revenues" herein.

Distribution of Capital Outlay Millage Revenues to Charter Schools

On May 11, 2023, the Governor of the State approved HB 1259, which took effect on July 1, 2023. HB 1259 revises the methodology for calculating when school districts must share Capital Outlay Millage revenues with eligible charter schools in such school district. The provisions of HB 1259 requires the District share additional Capital Outlay Millage revenues with eligible charter schools in the District and therefore reduce the amount of Capital Outlay Millage revenues available to pay Basic Lease Payments represented by the Series 2025A Certificates. For Fiscal Year 2024-25, the District has budgeted that it will be required to share $5,329,781 in Capital Outlay Millage revenues with eligible charter schools in the District. Such amount is projected to increase to approximately $20,392,782 by Fiscal Year 2027-28. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Revenue Sources – Sharing of Capital Outlay Millage Levy with Charter Schools" herein.

Schools of Hope

In addition to requiring school districts to share the Capital Outlay Millage with charter schools, HB 7069, as amended by HB 7070 in 2019, also establishes the Schools of Hope Program to encourage traditional public schools within the State and charter operators throughout the country to replicate their model and service students from persistently low-performing schools and students who reside in a Florida Opportunity Zone (as defined therein). These provisions of HB 7069, now codified in Section 1002.333, Florida Statutes, provide for the establishment of Schools of Hope, which are charter schools operated by a Hope Operator to service students from one or more persistently low-performing schools; are located within a Florida Opportunity Zone or in the attendance zone of the persistently low-performing school or within a five mile radius of such school, whichever is greater; and is a Title I eligible school. Section 1002.333, Florida Statutes, defines "persistently low-performing schools" as schools that have earned three consecutive school grades below a "C" pursuant to Section 1008.34, Florida Statutes, in at least three of the previous five years and has not earned a school grade of "B" or higher in the most recent two school years, and a school that was closed pursuant to Section 1008.33(4), Florida Statutes within two years of a notice of intent, and defines "Hope Operators" as nonprofit organizations that operate three or more charter schools with a record of serving students from low-income families and receives such designation from the Florida Department of Education. Pursuant to Section 1002.333, Florida Statutes, the statutory requirements for the application, approval, and contract that apply to charter schools do not apply to Schools of Hope; instead, a Hope Operator submits a notice of intent to a school district in order to open a School of Hope and the school district is required to enter into a performance based agreement with a Hope Operator within 60 days of receiving a notice of intent.

In addition, Section 1002.333, Florida Statutes, also (a) provides Schools of Hope with certain statutory authority, including, but not limited to, allowing a School of Hope to be designated as a local educational agency for the purposes of receiving federal funds; (b) provides that Schools of Hope are exempt from Chapters 1000-1013, Florida Statutes, and all school board policies, except any laws related to (i) the student assessment program and school grading system, (ii) student progression and graduation, (iii) provisions of services to students with disabilities, (iv) civil rights, (v) student health, safety, and welfare, (vi) public meetings, (vii) public records, and (viii) the code of ethics for public officers and employees; (c) provides provisions for facilities for Schools of Hope; (d) provides provisions for funding Schools of Hope, including that they be funded in accordance with the statutory provisions relating to funding for charter schools and be considered a charter school for purposes of charter school capital outlay; (e) establishes the School of Hope Program to cover specified operational expenses for Schools of Hope; and (f) establishes the Schools of Hope Revolving Loan Program to help Schools of Hope cover school building construction and startup costs.

The District has two schools that are considered "persistently low-performing schools" under Section 1002.333, Florida Statutes.

Public Safety Mandate

In 2018, the Florida Legislature passed Senate Bill 7026 ("SB 7026") which, among other things, includes provisions designed to: enhance school safety policies, procedures, and personnel at the State and local level; improve and expand mental health services; and revise laws and empower law enforcement and the courts to limit access to firearms by young adults or by individuals exhibiting a risk of harming themselves or others. Specifically, SB 7026 requires each school board and superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each

school facility within the district by implementing any combination of the following options: (a) establish school resource officer programs through cooperative agreements with law enforcement agencies; (b) commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district; (c) at a school district's discretion, and if established by the sheriff's office, participate in the Guardian Program, which allows certain school employees (but not employees who exclusively perform classroom duties as classroom teachers) to carry a firearm on school grounds if such employee volunteers and completes the statutorily required training. During the Florida Legislature's 2019 Regular Session, the Florida Legislature enacted Committee Substitute for Senate Bill SB 7030 ("SB 7030"), which, among other things, removes the prohibition on individuals who perform exclusively classroom duties as a teacher from participating in the Guardian Program. However, the decision to allow teachers to be armed guardians remains with each individual school board. It is the consensus of the Board to not allow the arming of teachers in any fashion in the District. The District has complied with the mandate by adding school resource officers or Guardian trained security guards to every school and adding additional security features at every school.

For Fiscal Year 2024-25, the FDOE allocated $5,195,218 to the District for school safety, an increase of $730,969 from Fiscal Year 2023-24. Of this, approximately $153,284 will be allocated to charter schools. The remaining $577,685 will be applied to the total cost of implementing SB 7026. The additional cost to the District has been funded from the general fund.

RISK FACTORS

The purchasers of the Series 2025A Certificates are subject to certain risks. Each prospective investor in the Series 2025A Certificates is encouraged to read this Offering Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the market price of the Series 2025A Certificates to an extent that cannot be determined. The following is not, and is not intended to be, a complete description of all the risk factors that may affect the repayment of the Series 2025A Certificates.

Annual Right of the Board to Terminate the Series 2025A Lease Agreement

Although the Board has determined in the Master Lease that the Series 2025A Project is necessary to its operations and currently intends to continue the Series 2025A Lease Agreement with respect to the Series 2025A Project for the Maximum Lease Term and has covenanted in the Series 2025A Lease Agreement that the Superintendent will include a sufficient amount in the tentative Budget and final Budget to enable the Board to pay the Basic Rent Payments due in each Fiscal Year, the Board is not required to appropriate funds to pay the Basic Rent Payments. If for any Fiscal Year the Board does not approve a tentative Budget and a final Budget which appropriates sufficient funds from Available Revenues in a line item specifically identified for payment of its obligations under the Master Lease, the Series 2025A Lease Agreement shall terminate as of the last day of the Initial Lease Term or last Renewal Lease Term for which moneys have been budgeted and appropriated with respect to the Series 2025A Project, the Prior Projects, and all other Projects financed thereunder, and the Board will not be obligated to make Basic Rent Payments accruing or arising thereafter, and the Board shall be required to surrender use, possession and control of the Series 2025A Project, the Prior Projects, and all other Projects (in each case, excluding Designated Equipment) to the Trustee within 30 Business Days after the date on which such Event of Non-Appropriation occurs.

THE LIKELIHOOD THAT THE SERIES 2025A LEASE AGREEMENT WILL BE TERMINATED AS THE RESULT OF AN EVENT OF NON-APPROPRIATION IS DEPENDENT UPON CERTAIN FACTORS THAT ARE BEYOND THE CONTROL OF THE CERTIFICATE OWNERS, INCLUDING THE CONTINUING FUTURE UTILITY OF THE SERIES 2025A PROJECT AND THE PRIOR PROJECTS TO THE BOARD AND CHANGES IN POPULATION OR DEMOGRAPHICS WITHIN THE COUNTY (WHICH MAY IMPACT SUCH FUTURE UTILITY).

Limitation Upon Disposition; Ability to Sell or Relet

Following an Event of Default under the Series 2025A Trust Agreement (which includes an Event of Non-Appropriation or Event of Default under the Master Lease), the Trustee may take possession of all or a portion of the Series 2025A Project (other than Designated Equipment). However, due to the governmental nature of the Series 2025A Project, it is not certain whether a court would permit the exercise of the remedies to sell, relet or dispose of the Series 2025A Project. Also, there is no assurance that the Trustee will be able to sell, relet or dispose of the components of the Series 2025A Project or that the Owners of the Series 2025A Certificates will obtain payment of all or any portion of the Principal Component or the Interest Component thereof upon an Event of Default under the Series 2025A Trust Agreement.

No Series 2025A Reserve Account

There is no Reserve Account for the Series 2025A Certificates. However, pursuant to a Supplemental Trust Agreement authorizing the issuance of any Series of Certificates, there may be established and maintained a separate Reserve Account to secure the payment of the principal and/or interest portion of the Basic Rent Payments related to such Series of Certificates. Each such Reserve Account shall secure only the Series of Certificates for which it has been established. See "APPENDIX C – MASTER TRUST AGREEMENT AND FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT."

Tax Exempt Status

Upon termination of the Master Lease, there is no assurance that payments made by the Trustee or the Insurer, if any, with respect to the Series 2025A Certificates and the Interest Component of Basic Rent Payments represented by the Series 2025A Certificates will be excludable from gross income for federal income tax purposes. See "TAX MATTERS" herein.

Applicability of Securities Laws

In the event of the termination of the Master Lease, the transfer of the Series 2025A Certificates may be subject to or conditioned upon compliance with the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2025A Certificates will not be impaired following termination of the Master Lease.

Capital Outlay Millage Levy

The amount which can be realized by the District derived from the Capital Outlay Millage can be affected by a variety of factors not within the control of the District or the Board including, without

limitation, fluctuations in the level of the assessed valuation of property within the District. See "AD VALOREM TAXATION – Assessed Valuation of Taxable Property." Moreover, the maximum Capital Outlay Millage that may be levied and used for Lease Payments is subject to legislative change. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Millage Revenues to Charter Schools."

The maximum lawful Capital Outlay Millage is also subject to change pursuant to changes in applicable law and may be subject to sharing with charter schools in the District in future years. See "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – Local Sources" herein and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Distribution of Capital Outlay Millage Revenues to Charter Schools" herein for information regarding legislation that requires the Board to share Capital Outlay Millage revenues with charter schools in the District.

Educational Impact Fees

The Educational Impact Fees are subject to revision and repeal by the BOCC. Further, various bills have been introduced in the Florida Legislature in the past that would eliminate the ability of certain governmental entities, including the County or the District, to levy impact fees for construction or remodeling of educational facilities. To date, such bills have not passed; however, there can be no assurances that future legislation will not be introduced and enacted that restricts, or eliminates, the District's ability to receive the Educational Impact Fees.

State Revenues

A large portion of the District's funding is derived from State sources. See "FINANCIAL RESULTS AND LIABILITIES OF THE DISTRICT." A significantly large percentage of such State revenues is generated from the levy of the State sales tax. The amounts budgeted for distribution from the State to the District are subject to change in the event that projected revenues are not realized, particularly in light of the economic downturn in the State as a result of the coronavirus pandemic. See "RISK FACTORS – Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)" herein.

On June 15, 2023, Governor DeSantis approved the State education budget for State Fiscal Year 2023-24, which commences July 1, 2023, providing for an approximately $2.2 billion or 9.04% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2022-23, reflecting a per-pupil increase of approximately $405 per student or 4.91% over Fiscal Year 2022-23. The adopted education budget allocates $2.0 billion for funding of the State's expanded voucher/scholarship programs pursuant to HB 1 as part of State FEFP funding. See "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Educational Choice" herein. However, such funds will be withheld from each school district's FEFP distributions based on the forecasted scholarship students for each school district. For the District, the estimated amount to be withheld is approximately $23.4 million. The adopted budget also includes $1.0 billion for teacher salary increases representing an increase of $252 million over Fiscal Year 2022-23. Based upon the approved budget, the estimated increase for the District is approximately $32.1 million (inclusive of charter school students and voucher/scholarship students) in State and local FEFP funds over Fiscal Year 2022-23. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the adopted budget.

On June 12, 2024, Governor DeSantis approved the State education budget for State Fiscal Year 2024-25, which commences July 1, 2024, providing for an approximately $1.8 billion or 6.73% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2023-24, reflecting a per-pupil increase of approximately $240 per student or 2.75% over Fiscal Year 2023-24. The adopted education budget allocates approximately $2.2 billion for funding of the State's expanded voucher/scholarship programs pursuant to HB 1 as part of State FEFP funding. See "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES – Educational Choice" herein. However, such funds will be withheld from each school district's FEFP distributions based on the forecasted scholarship students for each school district. For the District, the estimated amount to be withheld is approximately $32.7 million. Based upon the adopted budget, the estimated increase for the District is approximately $30 million (inclusive of charter school students and voucher/scholarship students) in State and local FEFP funds over Fiscal Year 2023-24. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the adopted budget.

Additional Lease Schedules

The Board may enter into other Schedules in addition to Lease Schedule No. 2007, Lease Schedule No. 2009, Lease Schedule No. 2010A-QSCB, Lease Schedule No. 2011A, Lease Schedule No. 2023A, and Lease Schedule No. 2025A. Failure to appropriate funds to pay Basic Rent under any such Schedules will, or an Event of Default under any such Schedules may, result in the termination of all Schedules, including the Lease Schedule No. 2022. Upon any such termination of all Lease Schedules, the Board must surrender all Projects (other than Designated Equipment), including the Series 2025A Project, to the Trustee for sale or lease. The proceeds of any such disposition of Projects will be applied to the payment of the applicable Certificates. In no event will Owners of the Series 2025A Certificates have any interest in or right to any proceeds of the disposition of facilities financed with the proceeds of another Series of Certificates, except for the Series 2025A Project (excluding components of the Projects classified as Designated Equipment). In no event will Series 2025A Certificate holders have any interest in or rights to Designated Equipment. There can be no assurance that the remedies available to the Trustee upon any such termination of all Lease Schedules and the disposition of the Series 2025A Project will produce sufficient amounts to pay the Series 2025A Certificates.

Additional Indebtedness

The Board has in the past, and may in the future, issue additional indebtedness other than in connection with the Master Lease secured by or payable from Available Revenues without the consent of the Owners of the Series 2025A Certificates. Incurring such additional indebtedness may adversely affect the Board's ability to make Lease Payments under the Master Lease. See "SECURITY FOR THE SERIES 2025A CERTIFICATES – Additional Series of Certificates; Outstanding Certificates" herein.

The Board expects to pay a portion of the Basic Rent Payments under the Series 2005A Lease from the Educational Impact Fee revenues. However, the Educational Impact Fee revenues may be pledged to secure other bonds or obligations issued by the District in the future and the holders of such bonds or indebtedness would have a prior lien upon such Educational Impact Fee revenues, and to the extent used for such purposes, the amount Educational Impact Fee revenues available to pay Basic Rent Payments under the Series 2025A Lease would be reduced. Notwithstanding the foregoing, the District does not currently anticipate the issuance of any bonds or obligations secured by a pledge of, and lien upon, the

Educational Impact Fee revenues; provided however, the District may cause the issuance of additional Certificates payable from Educational Impact Fee revenues.

Legislative Changes

In recent years, legislation has been introduced that has reduced State funding for school districts, required that certain percentages of school district funding be spent on particular activities and imposed additional funding restrictions and other requirements on school districts. Many proposals have sought to provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service or provide for additional procedures and notices in order to issue tax-supported debt or to require the sharing of local revenues with charter schools. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Constitutional Amendments

See "AD VALOREM TAXATION – Legislation Relating to Ad Valorem Taxation," and "LEGISLATIVE CHANGES AFFECTING DISTRICT REVENUES" for information concerning certain amendments to the Constitution of the State of Florida and other legislative proposals that could materially adversely affect the District's financial situation.

Property and Casualty Insurance

As a result of the substantial property damage caused by hurricanes and other storms in the State and other parts of the United States over the last few years, property insurance premiums have risen dramatically for State property owners. It has become impossible or economically impracticable for many school districts within the State, including the District, to obtain property insurance with the level of coverage they have historically secured.

Under the current provisions of the Master Lease, the District is required to purchase property insurance in an amount equal to the lesser of (i) 100% of the replacement cost of the Projects, (ii) the Principal Component of the Basic Rent Payments then remaining unpaid, whichever is greater (except that such insurance may be subject to deductible clauses not to exceed $100,000 for any one loss), or (iii) such amount as may be agreed to by the Insurer, if any, and set forth in the Lease Schedule related to such Project. The District has entered into agreements with various insurance companies to provide specific excess coverage of property claim amounts above the self-insured retention amount. Currently $100,000 for property excluding named storm, wind/hail, and flood damages. Named windstorm deductible is 3% of replacement value per building, per occurrence for wind and hail damages with $250,000 minimum.

Currently, the District is not in compliance with the property insurance requirements contained within the Master Lease provisions for the Fiscal Year 2024-25. However, in lieu of the provisions contained in the Master Lease, the Board has covenanted in the Series 2025A Lease Agreement, with respect to the Series 2025A Certificates and the Series 2025A Project, that during the term of the Series

2025A Lease Agreement, the Board shall procure and maintain, or cause to be procured and maintained, subject to the requirements of State law, insurance against loss or damage to any part of the Projects by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board. In the event the Board determines that such insurance is unavailable at commercially reasonable rates, such insurance may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of the Master Trust Agreement and is in at least the minimum amount necessary to comply for federal disaster relief programs. See "APPENDIX D – MASTER LEASE-PURCHASE AGREEMENT AND FORM OF SERIES 2025A LEASE AGREEMENT" attached hereto. In the event the District suffers substantial damage to its property that is not covered by its current insurance or is not eligible for Federal reimbursement, the District's financial condition could be adversely impacted.

Climate Change and Natural Disasters

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Coastal areas like the District are at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. As a result, the District could lose considerable tax revenues and many residents, businesses, and governmental operations along the waterfront could be displaced. However, the District is unable to predict whether seal level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether, they will have a material adverse effect on the business operations or financial condition of the District. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances, and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the District.

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, tornadoes, and hurricanes, which could result in negative economic impacts on communities including the District. Such effects can be exacerbated by a longer term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage the Projects, including the Series 2025A Project, or the local infrastructure that provides essential services to the District. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base (e.g., the Capital Outlay Millage revenues), escalated recovery costs, and increased insurance costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the District or damage the Projects.

On August 27, 2023, Hurricane Idalia struck the State as a Category 1 storm causing damage to property in the County (including District-owned facilities), with the primary issues being flooding, power outage and downed trees. However, none of the Projects under the Master Lease suffered significant damage. The District estimated costs from Hurricane Idalia to be approximately $150,503, with approximately $130,128 of that being shelter costs, which are expected to be reimbursed by the County. The Board anticipates seeking reimbursement for all costs not covered by insurance from the Federal Emergency Management Agency ("FEMA"), including both federal and State reimbursement payments. Notwithstanding the foregoing, the District does not expect any adverse impact on its ability to make Basic Rent Payments under the Master Lease as a result of the storm.

Cybersecurity

The District, like many other school districts, relies on a technology environment to conduct its operations. As such, it may face multiple cybersecurity threats, including, but not limited to, hacking, viruses, malware, and other attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by the District will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant. The District has a multilayered information security program with several established protocols and procedures which include acceptable usage policies and information security guidelines. The District has a comprehensive Security Awareness Program and requires annual training for all staff users and additional required training for high risk users. The District has an approved Cyber Incident Response Team and Risk Assessment Plan.

Construction Cost Maximums

Section 1013.64(6)(b), Florida Statutes, prohibits a district school board from using funds from any sources (including the Capital Outlay Millage, the Sales Surtax and educational impact fees) for new construction of educational plant space with a total cost per student station, including change orders, greater than the amounts set forth in Section 1013.64(6)(b)1., Florida Statutes, as adjusted. However, as of July 1, 2019, if the new construction of educational plant space is subject to a lease-purchase agreement entered into pursuant to Section 1011.71(2)(e), Florida Statutes, a district school board (i) may use certain local funding sources (including the Surtax, school impact fees, and voter approved ad valorem taxes, in each case if legally available for such purpose) to pay for the new construction of educational plant space, and (ii) may, but is not required to, use Capital Outlay Millage revenues and certain state funding sources to pay for the portion of the cost for new construction of educational plant space which does not exceed the total cost per student station requirements or for certain other costs that are not included in cost per student station calculation (such as legal and administrative costs, site improvement costs and school security hardening/capital costs).

HB 1, which was signed into law on March 27, 2023, provides that, among other things, an unfinished construction project for new construction of educational plant space started on or before July 1, 2026, is exempt from the cost per student station limits of Section 1013.64(6)(b)1., Florida Statutes. In 2024, the Florida Legislature enacted SB 7002, which extended the exemption from the cost per student station limits until July 1, 2028. The Series 2024 Project is a construction project for new construction of educational plant space that will be started on or before July 1, 2028 and is exempt from the cost per student station limits of Section 1013.64(6)(b)1., Florida Statutes.

Effects of Sequestration on Lease Payments

Pursuant to the Balanced Budget and Emergency Deficit Control Act, as amended, the President of the United States ordered that certain automatic spending cuts be implemented pursuant to calculations provided by the United States Office of Management and Budget in its Report to the Congress on sequestration dated March 1, 2013. The cuts include mandatory reductions in the amounts scheduled to be paid by the federal government to issuers of Build America Bonds, Qualified Zone Academy Bonds, Qualified School Construction Bonds, New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds (collectively, "Direct-Pay Bonds") under Section 6431 of the Internal Revenue Code.

Payments to issuers of Direct-Pay Bonds from the budget accounts associated with these bonds were originally subject to an effective reduction of 8.7% of the amount budgeted for such payments on and after March 1, 2013 through September 30, 2013. For payments to issuers of Direct-Pay Bonds during federal fiscal year 2014, which ended September 30, 2014, the annual sequester rate was reduced to 7.2%. For federal fiscal year 2016, which ended September 30, 2016, the annual sequestration rate was reduced to 6.8%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2017, which ended September 30, 2017, the annual sequester rate was 6.9%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2018, which ended September 30, 2018, the annual sequester rate was 6.6%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2019, which ended September 30, 2019, the annual sequester rate was 6.2%. For payments to issuers of Direct-Pay Bonds for federal fiscal year 2020, which ends September 30, 2020, the annual sequester rate is 5.9%. For payments to issuers of Direct-Pay Bonds for federal fiscal years 2021 through 2030, the annual sequester rate is 5.7%. Unless otherwise resolved, sequestration may continue through the end of federal fiscal year 2030, with reductions in subsidy payments expected of 5.7% of what would otherwise be received.

For federal Fiscal Year 2024-25, the Board anticipates its aggregate expected annual Issuer Subsidy of $1,090,800 to be reduced by 5.7%, resulting in a corresponding increase in interest costs for the District that must be paid from other revenue sources. Payment of the Lease Payments on the Series 2010A-QSCB Certificates is not contingent upon receipt by the Board of such subsidy payments and the Board does not expect that any such reduction in its subsidy payments will affect its ability to make Lease Payments on the Series 2010A-QSCB Certificates.

Spread of Highly Contagious, Epidemic, or Pandemic Diseases (COVID-19)

The Coronavirus 2019 ("COVID-19") pandemic, along with various governmental measures taken to protect public health in light of the pandemic, has had an adverse impact on global financial markets and economies, including financial markets and economic conditions in the United States. The impact of the COVID-19 pandemic on the U.S. economy has been broad based and has negatively impacted national, state, and local economies and such impact is expected to continue. In response to such expectations, on March 13, 2020, then-President Trump declared a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation.

The State's finances were expected to be adversely affected by the continued spread of COVID-19, the various governmental actions in response thereto and changes in the behavior of businesses and people. The State derives a significant portion of its annual revenues from the collection of sales tax. The

impact of COVID-19 was expected to result in significant decreases in state and local sales tax revenues as a result of decreased tourism and commercial activity throughout the State, but sales tax revenue has generally rebounded to pre-pandemic levels. The State has released a voluntary disclosure on the impacts of COVID-19, which is available on the State of Florida Division of Bond Finance website. The District currently cannot predict what impact this will have on the level of State funding the District receives or on the District's collection of local revenues, including ad valorem tax revenues, or its credit rating. In anticipation of potential budget reductions or State funding prorations, the District implemented cost containment measures during Fiscal Year 2019-20, which resulted in savings from the closure of school facilities. Notwithstanding the foregoing, no State budget reductions took place in Fiscal Years 2020-21 through 2023-24, and none are currently expected for Fiscal Year 2024-25. See "OPERATING REVENUES OF THE DISTRICT – State Sources," "AVAILABLE REVENUES FOR CAPITAL OUTLAY PROJECTS – State Sources" and "Local Sources," "RISK FACTORS – State Revenues," and "RATINGS" herein.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was signed into law. Among other provisions, the CARES Act created an Education Stabilization Fund to support K-12 schools and colleges and universities during the COVID-19 outbreak. The Educational Stabilization Fund includes a total of $30.75 billion in relief divided into three separate pools: (1) funds to K-12 schools; (2) funds to higher education; and (3) funds to governors. Florida received approximately $873.8 million in funds for K-12 schools, approximately $770.2 million in funds for higher education and approximately $173 million in funds to the Governor for use as grants to local educational agencies. Funds for K-12 schools were distributed to school districts and charter schools based on their share of Title I-A funds. To date, the District has received approximately $19,506,817 of such CARES Act funds. However, such funds are also required to be shared with charter schools and private schools in the County. Funds to local districts can be used for coronavirus-response activities, such as planning for and coordinating during long-term school closures, purchasing educational technology to support online learning for all students, and additional activities authorized by federal elementary and secondary education laws. Funds in the Governor's Education Relief Fund can be used at the Governor's discretion to provide emergency support grants to K-12 schools, colleges and universities and child care/early education providers. The CARES Act requires that any entity that receives funds from the Education Stabilization Fund must continue to pay its employees and contractors to the extent practicable during the period of any disruptions or closures related to coronavirus. The District cannot currently predict the full impact of the CARES Act on the District's operations.

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (the "CRRSA") was signed into law. Among other provisions, the CRRSA created a second Education Stabilization Fund ("ESSER II") to support K-12 schools and colleges and universities during the COVID-19 outbreak. Funds for elementary and secondary public schools were allocated to each state as a grant and each state is required to allocate at least 90% of such funds as sub-grants to local education agencies (including charter schools classified as local education agencies) in the state based upon their share of Title I-A funds. The ESSER II Fund includes a total of $81.88 billion in relief. The State is expected to receive approximately $2.82 billion in ESSER II funds for use as sub-grants to K-12 schools. The District has received approximately $41,565,737 in ESSER II funds for use through September 30, 2023. However, such funds are also required to be shared with charter schools and private schools in the County. Funds to local districts can be used for coronavirus-response activities, such as planning, coordinating and implementing activities during long-term school closures, purchasing educational technology to support online learning for all students, addressing learning loss, school repairs and improvements to reduce risk of virus transmission and additional activities authorized by federal elementary and secondary education laws. The District cannot currently predict the full impact of the CRRSA on the District's operations.

On March 11, 2021, President Biden signed The American Rescue Plan Act of 2021 (the "Rescue Act") into law to address the impacts of COVID-19. The Rescue Act, among other things, provides (1) $123.8 billion in emergency relief funds to elementary and secondary public schools, (2) $2.75 billion in emergency assistance to non-public schools (including an estimated $7 billion for Florida) and (3) $39.6 billion in emergency relief for higher education. Funds for elementary and secondary public schools will be allocated to each state as a grant and each state is required to allocate at least 90% of such funds as sub-grants to local education agencies (including charter schools classified as local education agencies) in the state based upon their share of Title I-A funds. Under the Rescue Act, at least 20% of the funds allocated to local education agencies must be used to address learning loss. School districts may use the remaining funds for certain activities specified in the Rescue Act to help schools reopen safely, including repairing ventilation systems, reducing class size to ensure social distancing and purchasing personal protective equipment. Each state is required to grant allocations of such funds within 60 days of receipt, and such funds shall remain available for allocation through September 30, 2024. Based on award notifications, the District has received approximately $101,986,532 in Rescue Act funds.

Due to the evolving nature of the outbreak and federal, State and local responses thereto, the long-term impacts of the COVID-19 crisis are unknown and dependent on factors such as the length of any shutdown or partial inaccessibility of school facilities, the extent to which the faculty and staff or the student population is directly affected and is unable to attend class, teach or provide services, and the impact on the economy as a whole within the State. While the District has seen increased costs associated with the reopening of District schools, including an increase in operational costs incurred to implement distance learning strategies, to provide students and staff with personal protective equipment or to clean, sanitize and maintain its facilities, such increased costs are expected to be offset with CARES Act funds, Rescue Act funds or other federal funds. At this time, the Board also cannot predict with certainty the impacts of the outbreak on the District's revenues for the 2024-25 Fiscal Year and beyond, including whether there will be a reduction in State funding, a decline in student enrollment, a reduction in taxable assessed values of properties in the District, or a reduction in ad valorem tax collections.

Municipal Bond Insurance Risk Factors

The Board has received a commitment from the Insurer for the Policy to guarantee the scheduled payment of principal and interest on the Insured Series 2025A Certificates, if any. The Board has yet to determine whether the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to the Policy would apply to the Insured Series 2025A Certificates.

In the event of default of the payment of principal or interest with respect to the Insured Series 2025A Certificates, if any, when all or some becomes due, any owner of the Insured Series 2025A Certificates shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of optional or mandatory prepayment or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Insured Series 2025A Certificates by the Board, which is recovered by the Board from the certificate owner as a voidable preference under applicable bankruptcy law is covered by the Policy; however, such payments will be made by the Insurer at such time and in

such amounts as would have been due absent such prepayment by the Board unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to the Series 2025A Trust Agreement and the Series 2025A Lease Agreement.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Insured Series 2025A Certificates are payable solely from the moneys received pursuant to the Series 2025A Trust Agreement and the Series 2025A Lease Agreement. In the event the Insurer becomes obligated to make payments with respect to the Insured Series 2025A Certificates no assurance is given that such event will not adversely affect the market price of the Insured Series 2025A Certificates or the marketability (liquidity) for the Insured Series 2025A Certificates.

The long-term ratings on the Insured Series 2025A Certificates are dependent in part on the financial strength of the Insurer and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Insured Series 2025A Certificates will not be subject to downgrade and such event could adversely affect the market price of the Insured Series 2025A Certificates or the marketability (liquidity) for the Insured Series 2025A Certificates. See "RATINGS" herein.

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the Board nor the Underwriters have made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Board to pay principal and interest on the Insured Series 2025A Certificates and the claims paying ability of the Insurer, particularly over the life of the investment. See "MUNICIPAL BOND INSURANCE POLICY OPTION" herein for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

No Right of Insured Series 2025A Certificate Owners to Direct Remedies or Consent to Amendments

If the Board determines to purchase the Policy, termination of the Series 2025A Lease Agreement will not result in termination of the Policy. Unless the Insurer is in default of its payment obligations under the Policy, the Insurer is entitled to control and direct any of the rights or remedies of the Trustee with respect to the Insured Series 2025A Certificates, including the right to direct the Trustee as to whether or not to relet or sell the Series 2025A Project (excluding Designated Equipment). The Insurer, to the extent it insures a majority of the Series 2025A Certificates, may elect, subsequent to the termination of the Series 2025A Lease Agreement, to accelerate the maturity of all of the Series 2025A Certificates then outstanding, in which case the Principal Component and the Interest Component of the Basic Rent Payments represented by the Series 2025A Certificates shall become due and payable immediately. If the Insurer, to the extent it insures a majority of the Series 2025A Certificates, does not elect to accelerate the

maturity of all Series 2025A Certificates outstanding, it has an obligation to continue to make payments to Owners of the Insured Series 2025A Certificates in accordance with the original schedule of Basic Rent Payments represented by the Insured Series 2025A Certificates. However, the Insurer has no fiduciary responsibility to the Owners of the Insured Series 2025A Certificates with respect to the direction of such remedies and has no obligation to preserve the exclusion from gross income for federal income tax purposes of amounts paid to Insured Series 2025A Certificate Owners by the Insurer and designated as interest.

If the Board determines to purchase the Policy, the Insurer is deemed to be the owner of the Insured Series 2025A Certificates for certain purposes, including consenting to certain amendments to the Series 2025A Trust Agreement, the Series 2025A Assignment, the Series 2025A Lease Agreement, and other documents executed to facilitate the issuance of the Series 2025A Certificates.

SHORT TERM FINANCING

On October 22, 2024, the District issued its Tax Anticipation Notes, Series 2024 (the "TAN") in the amount of $48,000,000. The TAN matures on February 27, 2025. The TAN is payable from ad valorem taxes collected for operating purposes and, if necessary, legally available non-ad valorem revenues and is not payable from the Capital Outlay Millage Levy.

CONTINUING DISCLOSURE

The Board has covenanted and undertaken for the benefit of Series 2025A Certificate holders to execute and deliver a Disclosure Dissemination Agent Agreement with Digital Assurance Certification, L.L.C., as its dissemination agent (the "Disclosure Agreement") wherein the Board will agree to provide certain financial information and operating data relating to the Board, the District and the Series 2025A Certificates in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. Such undertaking shall only apply so long as the Series 2025A Certificates remain Outstanding under the Series 2025A Trust Agreement, the Series 2025A Lease Agreement has not been terminated or there has not occurred an Event of Non-Appropriation resulting in a termination of the Master Lease. The covenant shall also terminate upon the termination of the Rule 15c2-12(b)(5) of the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, each as amended (the "Rule"), by legislative, judicial or administrative action. The Annual Report and the notices of material events, if any, will be filed by the Board or its dissemination agent with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System described in the Disclosure Agreement. The specific nature of the information to be contained in the Annual Report and the notices of material events, are described in the Disclosure Agreement to be dated and delivered at the time of issuance of the Series 2025A Certificates. See "APPENDIX H – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT" attached hereto. With respect to the Series 2025A Certificates, no party other than the Board is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. With respect to prior continuing disclosure undertakings, the Board did not timely file its financial statements and operating data for the fiscal year ended June 30, 2018 with respect to its Certificates of Participation (School Board of Manatee County, Florida Master Lease Program), Series 2007, which are no longer outstanding.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Series 2025A Certificates are subject to an approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Special Counsel, whose approving opinion (a form of which is attached hereto as "APPENDIX G – FORM OF OPINION OF SPECIAL COUNSEL") will be available at the time of delivery of the Series 2025A Certificates. The actual legal opinion to be delivered by Special Counsel may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date and subsequent distribution of it by recirculation of this Offering Statement or otherwise shall create no implication that Special Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date. Certain legal matters will be passed on for the Board and the Corporation by Dye Harrison Knowles Kirkland Pratt Pratt & DePaola PLLC, Bradenton, Florida, Counsel to the Board and the Corporation. Certain legal matters will be passed on for the Board by Bryant Miller Olive P.A., Tallahassee, Florida, Disclosure Counsel to the Board. Certain legal matters will be passed on for the Underwriters by their Counsel, Greenberg Traurig, P.A., Miami, Florida. Nabors, Giblin & Nickerson, P.A. and Bryant Miller Olive P.A. may, from time to time, serve as counsel to the Underwriters. The Underwriters have not identified any potential or actual material conflicts that require disclosure.

LITIGATION

Concurrently with the delivery of the Series 2025A Certificates, Counsel to the Board will deliver an opinion which states, among other things, that there is no litigation or other proceedings pending or, to the best knowledge of Counsel to the Board, threatened against the Board (i) that seeks to restrain or enjoin the issuance or delivery of the Series 2025A Certificates, the Series 2025A Trust Agreement, the Series 2025A Ground Lease, or the Series 2025A Lease Agreement or (ii) questioning or affecting the validity of the Series 2025A Certificates, the Series 2025A Trust Agreement, the Series 2025A Ground Lease, or the Series 2025A Lease Agreement or any proceedings of the Board or actions of the Trustee with respect to the authorization, sale, execution, or issuance of the Series 2025A Certificates or the transactions contemplated by this Offering Statement, the Series 2025A Trust Agreement, the Series 2025A Lease Agreement, the Series 2025A Ground Lease, or any other agreement or instrument to which the Board is a party in connection therewith and which is used or contemplated for use in the transactions contemplated by this Offering Statement or (iii) questioning or affecting the creation, organization or existence of the Board and which would have an adverse effect on the actions taken by the Board with respect to the issuance of the Series 2025A Certificates.

The Board experiences claims, litigation, and various legal proceedings which individually are not expected to have a material adverse effect on its operations or financial condition, but may, in the aggregate, have a material impact thereon. There is no litigation, claim or series of claims currently pending, or, to the best knowledge of the Board, threatened that would have a material adverse consequence on the financial condition of the District.

RATINGS

If the Board elects to insure any of the Series 2025A Certificates, S&P Global Ratings ("S&P") is expected to assign a rating of "____" (_____ outlook), to the Insured Series 2025A Certificates, with the understanding that, upon delivery of the Insured Series 2025A Certificates, the Policy will be issued by the Insurer. In addition, S&P and Fitch Ratings have assigned ratings of "____" (_____ outlook)

and "____" (_____ outlook), respectively, to the Series 2025A Certificates without regard to the Policy.

Such ratings and outlook reflect only the views of such organizations and any desired explanation of the significance of such ratings and outlook should be obtained from the rating agency furnishing the same at the following addresses: S&P Global Ratings, 55 Water Street, 38th Floor, New York, New York 10041 and Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004. Generally, a rating agency bases its rating and outlook on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings and outlook will continue for any given period of time or that such ratings and outlook will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings and outlook may have an adverse effect on the market price of the Series 2025A Certificates.

CONTINGENT FEES

The Board has retained Special Counsel, Disclosure Counsel, the Underwriters (who in turn engaged Underwriters' counsel), the Financial Advisor, and the Trustee (who in turn engaged Trustee's Counsel), and the Corporation has retained Counsel to the Corporation, with respect to the authorization, sale, execution, and delivery of the Series 2025A Certificates. Payment of the fees of such professionals are each contingent upon the issuance of the Series 2025A Certificates.

UNDERWRITING

The Series 2025A Certificates are to be purchased by BofA Securities, Inc. on behalf of themselves and J.P. Morgan Securities LLC, Jefferies LLC, and Raymond James & Associates, Inc. (collectively, the "Underwriters"). The Series 2025A Certificates are being purchased by the Underwriters at a price of $_____ (which represents the par amount of the Series 2025A Certificates plus/less [net] original issue premium/discount of $_____ and less an Underwriters' discount of $_____). The Underwriters' obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Series 2025A Certificates if any Series 2025A Certificates are purchased. The Series 2025A Certificates may be offered and sold to certain dealers (including dealers depositing such Series 2025A Certificates into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters. The Underwriters have reviewed the information in this Offering Statement in accordance with and, as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guaranty the accuracy or completeness of such information.

BofA Securities, Inc., an underwriter of the Series 2025A Certificates, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2025A Certificates.

J.P. Morgan Securities LLC ("JPMS"), an underwriter of the Series 2025A Certificates, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the

original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2025A Certificates from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2025A Certificates that such firm sells.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the District in connection with such activities. In the various course of their various business activities, the Underwriters and their respective affiliates, officers, directors, and employees may purchase, sell, or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the District (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the District. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

FINANCIAL ADVISOR

The Board has retained PFM Financial Advisors LLC, Orlando, Florida, as financial advisor in connection with the Board's financing plans and with respect to the issuance of the Series 2025A Certificates. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Offering Statement. The Financial Advisor did not participate in the underwriting of the Series 2025A Certificates.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance and delivery of the Series 2025A Certificates in order that the Interest Component of the Basic Rent Payments received by the Owners of the Series 2025A Certificates be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause such Interest Component to be included in federal gross income retroactive to the date of issuance of the Series 2025A Certificates, regardless of the date on which such non-compliance occurs or is ascertained. The Board and the Corporation have covenanted in the Series 2025A Lease Agreement to comply with such requirements in order to maintain the exclusion from federal gross income of the Interest Component.

In the opinion of Special Counsel, the form of which are included as APPENDIX G hereto, under existing statutes, regulations, rulings and court decisions, and assuming compliance with the aforementioned covenants, prior to the termination of the Series 2025A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder, the Interest Component of the Basic Rent

Payments is excludable from gross income for federal income tax purposes and is not an item of preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, the Interest Component of Basic Rent Payments is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2025A Certificates, including among other things, restrictions relating to the use or investment of the proceeds of the Series 2025A Certificates and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2025A Certificates to the Treasury of the United States. Noncompliance with such provisions may result in the Interest Component of the Basic Rent Payments being included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025A Certificates.

Collateral Tax Consequences

Except as described above, Special Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2025A Certificates. Prospective purchasers of the Series 2025A Certificates should be aware that the ownership of the Series 2025A Certificates may result in collateral tax consequences to various types of corporations relating to (1) the branch profits tax, (2) the denial of interest deductions to purchase or carry such Series 2025A Certificates, and (3) the inclusion of the Interest Component of the Basic Rent Payments in passive income for certain Subchapter S corporations. In addition, the Interest Component may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2025A CERTIFICATES AND THE RECEIPT OR ACCRUAL OF THE INTEREST COMPONENT OF THE BASIC RENT PAYMENTS MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE SERIES 2025A CERTIFICATE HOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2025A CERTIFICATE HOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

The Interest Component of the Basic Rent Payments related to the Series 2025A Certificates may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2025A Certificates should consult their own tax advisors as to the income tax status of such Interest Component in their particular state or local jurisdiction.

The Inflation Reduction Act, H.R. 5376 (the "IRA") was signed by the President on August 16, 2022. As enacted, the IRA includes a 15% alternative minimum tax to be imposed on the "adjusted financial statement income," as defined in the IRA, of certain corporations for tax years beginning after December 31, 2022. The Interest Component of the Basic Rent Payments represented by the Series 2025A Certificates will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2025A Certificates.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2025A Certificates. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2025A Certificates. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2025A Certificates and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2025A Certificates.

Original Issue Discount

Certain of the Series 2025A Certificates (the "Discount Certificates") may be offered and sold to the public at an original issue discount, which is the difference between the principal amount of the Discount Certificates and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Discount Certificates of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes. Original issue discount will accrue over the term of a Discount Certificate at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Certificate at the initial offering price thereof to the public will be treated as receiving, prior to the termination of the Series 2025A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder, an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he holds such Discount Certificates and will increase its adjusted basis in such Discount Certificates by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Certificates. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Certificates should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Certificates and with respect to the state and local tax consequences of owning and disposing of such Discount Certificates.

Special Counsel expresses no opinion regarding the federal income tax consequences resulting from the accrual of original issue discount on the Discount Certificates following the termination of the Series 2025A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder.

Original Issue Premium

Certain of the Series 2025A Certificates (collectively, the "Premium Certificates") may be offered and sold to the public at a price in excess of the principal amount of such Premium Certificate, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable certificate premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Certificates which term ends on the earlier of the maturity or call date for each Premium Certificate which minimizes the yield on said Premium Certificates to the purchaser. For purposes of determining gain or loss on the

sale or other disposition of a Premium Certificate, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Certificate annually by the amount of amortizable certificate premium for the taxable year. The amortization of certificate premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Certificates. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Certificates which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Certificates are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Certificates.

Special Counsel expresses no opinion regarding the federal income tax consequences resulting from the accrual of original issue premium on the Premium Certificates following the termination of the Series 2025A Lease Agreement resulting from an Event of Non-Appropriation or Event of Default thereunder.

NOTWITHSTANDING THE FOREGOING, SPECIAL COUNSEL EXPRESSES NO OPINION REGARDING THE FEDERAL INCOME TAX OR FLORIDA TAX CONSEQUENCES RESULTING FROM THE OWNERSHIP OF THE SERIES 2025A CERTIFICATES OR THE RECEIPT BY THE OWNERS THEREOF OF PAYMENTS ON THE SERIES 2025A CERTIFICATES FOLLOWING THE TERMINATION OF THE SERIES 2025A LEASE AGREEMENT, AS APPLICABLE, RESULTING FROM AN EVENT OF NON-APPROPRIATION OR EVENT OF DEFAULT THEREUNDER.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations of such entity that have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private businesses). The District is not and has not since December 31, 1975, been in default as to principal and interest on its bonds or other debt obligations.

FINANCIAL STATEMENTS

The Comprehensive Annual Financial Report of the District for the Fiscal Year ended June 30, 2024, included in this Offering Statement have been audited by the _____ (the "Auditor"), as set forth in its report dated December __, 2024. The Auditor has not participated in the preparation or review of this Offering Statement and the financial statements are included as a publicly available record.

Budgeted figures for the Fiscal Year 2024-25 set forth in this Offering Statement reflect figures included in the final adopted budget which was approved by the Board on September 10, 2024, and are subject to change throughout the Fiscal Year.

ACCURACY AND COMPLETENESS OF OFFERING STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the Board and the Projects financed under the Master Lease and certain reports and statistical data referred to herein do not purport to be complete, comprehensive, and definitive and each such summary

and reference is qualified in its entirety by reference to each such document for full and complete statements of all matters of fact relating to the Series 2025A Certificates, the security for the payment of the Series 2025A Certificates and the rights and obligations of the owners thereof and to each such statute, report or instrument.

Any statements made in this Offering Statement involving matters of opinion or of estimates, whether or not so expressly stated are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Offering Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Series 2025A Certificates.

The Appendices attached hereto are integral parts of this Offering Statement and must be read in their entirety together with all foregoing statements.

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AUTHORIZATION OF OFFERING STATEMENT

The execution and delivery of this Offering Statement has been duly authorized and approved by the Board. At the time of delivery of the Series 2025A Certificates, the undersigned will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Offering Statement (except for the information related to DTC and its book-entry-only system of registration, as to all of which no opinion will be expressed), as of its date and as of the date of delivery of the Series 2025A Certificates, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Offering Statement is intended to be used, which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

By: _____
Chair of The School Board of Manatee County, Florida

By: _____
Superintendent of Schools, Ex-Officio Secretary of the Board

APPENDIX A

GENERAL INFORMATION RELATING TO MANATEE COUNTY, FLORIDA

APPENDIX B

THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2024

APPENDIX C

MASTER TRUST AGREEMENT AND
FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

APPENDIX D

MASTER LEASE-PURCHASE AGREEMENT AND FORM OF LEASE SCHEDULE NO. 2025A

APPENDIX E

ASSIGNMENT OF LEASE AGREEMENT AND FORM OF FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT

APPENDIX F

FORMS OF SERIES 2025A GROUND LEASE AND SERIES 2025A GROUND LEASE ASSIGNMENT

APPENDIX G

FORM OF OPINION OF SPECIAL COUNSEL

APPENDIX H

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

APPENDIX I

FORM OF SPECIMEN MUNICIPAL BOND INSURANCE POLICY

EXHIBIT G

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2025, is executed and delivered by The School Board of Manatee County, Florida (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Series 2025A Certificates (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Series 2025A Certificates in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided by DAC under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Offering Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event

Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2025A Certificates and the 9-digit CUSIP numbers for all Series 2025A Certificates to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Superintendent or the Director of Finance of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025A Certificates (including persons holding Series 2025A Certificates through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2025A Certificates for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2025A Certificates (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown in Exhibit A.

"Offering Statement" means that Offering Statement prepared by the Issuer in connection with the Series 2025A Certificates, as listed on Exhibit A.

"Series 2025A Certificates" means the certificates as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Trustee" means the institution identified as such in the document under which the Series 2025A Certificates were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than each April 30th following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2025. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone

and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. Principal and interest payment delinquencies;

2. Non-Payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025A Certificates, or other material events affecting the tax-exempt status of Series 2025A Certificates;"

7. Modifications to rights of securities holders, if material;

8. Series 2025A Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional Trustee, or the change of name of a Trustee, if material;

15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service other than those communications included in the Rule;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, the Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Offering Statement:

1. The tables entitled:

(i) "Summary of Statistical Data;"

(ii) "Summary of General Fund Operations;"

(iii) "Assigned and Unassigned Fund Balance for the District's General Fund;"

(iv) "Summary of Capital Projects Funds Operations;"

(v) "Direct and Overlapping Governmental Activities Debt;"

(vi) "Anticipated Capital Outlay Millage Levy Required to Cover Maximum Annual Payments Represented by the Prior Certificates and the Series 2025A Certificates;"

(vii) "Assessed Value and Estimated Actual Value of Taxable Property;"

(viii) "Property Tax Rates;" and

(ix) "Property Tax Levies and Collections."

2. Description of any additional series of Certificates issued under the Trust Agreement.

3. Description of any material litigation which would have been disclosed in the Offering Statement if such litigation had occurred and been ongoing at the time the Offering Statement was dated.

(b) Audited Financial Statements as described in the Offering Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Offering Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including offering statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final offering statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Series 2025A Certificates, the Board is required to

explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2025A Certificates constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025A Certificates, or other material events affecting the tax status of the Series 2025A Certificates;

7. Modifications to rights of Certificate holders, if material;

8. Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Series 2025A Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth (10th) business day after the occurrence of the Notice Event, if

the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Board will provide the Dissemination Agent with the CUSIP numbers for (i) new Certificates at such time as they are issued or become subject to the Rule and (ii) any Certificates to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Certificates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2025A Certificates upon the legal defeasance, prior redemption or payment in full of all of the Series 2025A Certificates, when the Issuer is no longer an obligated person with respect to the Series 2025A Certificates, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty (30) days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of

Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2025A Certificates. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty (30) days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2025A Certificates or under any other document relating to the Series 2025A Certificates, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2025A Certificates or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2025A Certificates.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2025A Certificates and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than twenty (20) days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within ten (10) days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Disclosure Dissemination Agent, the underwriters, and the Holders from time to time of the Series 2025A Certificates, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida.

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Agreement Disclosure to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION,
L.L.C., as Disclosure Dissemination Agent

By: _____
Name: Shana Blanchard
Title: Senior Vice President

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Issuer

By: _____
Name: Chad Choate III
Title: Chair

EXHIBIT A

NAME AND CUSIP NUMBERS OF SERIES 2025A CERTIFICATES

Name of Issuer: The School Board of Manatee County, Florida

Obligated Person(s): The School Board of Manatee County, Florida

Name of Bond Issue: Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Date of Issuance: _____, 2025

Date of Offering Statement: _____, 2025

Maturity (July 1)	Principal Amount	Interest Rate	Initial CUSIP Numbers
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	The School Board of Manatee County, Florida
Obligated Person:	The School Board of Manatee County, Florida
Name of Bond Issue:	Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida
Date(s) of Issuance:	_____, 2025
Date(s) of Disclosure Agreement:	_____, 2025
CUSIP Number:	

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual report with respect to the above-named Series 2025A Certificates as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.]

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: The School Board of Manatee County, Florida

Issuer's Six-Digit CUSIP Number:
_____

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:
_____

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ Principal and interest payment delinquencies;
2. _____ Non-payment related defaults, if material;
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. _____ Substitution of credit or liquidity providers, or their failure to perform;
6. _____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. _____ Modifications to rights of securities holders, if material;
8. _____ Series 2025A Certificate calls, if material; Tender offers;
9. _____ Defeasances;
10. _____ Release, substitution, or sale of property securing repayment of the securities, if material;
11. _____ Rating changes;
12. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. _____ Merger, consolidation, or acquisition, if material;
14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. _____ Incurrence of a Financial Obligation of the Issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or obligated person, any of which affect security holders, if material; and
16. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of obligated person, any of which reflect financial difficulties.

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:
_____

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of _____, 2025, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: The School Board of Manatee County, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ Amendment to continuing disclosure undertaking;
2. _____ Change in obligated person;
3. _____ Notice to investors pursuant to bond documents;
4. _____ Certain communications from the Internal Revenue Service;
5. _____ Secondary market purchases;
6. _____ Bid for auction rate or other securities;
7. _____ Capital or other financing plan;
8. _____ Litigation/enforcement action;
9. _____ Change of tender agent, remarketing agent, or other on-going party;
10. _____ Other Event-based disclosures.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement, dated as of _____, 2025. between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: The School Board of Manatee County, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

Or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ Quarterly/monthly financial information;
2. _____ Change in fiscal year/timing of annual disclosure;
3. _____ Change in accounting standard;
4. _____ Interim/additional financial information/operating data;
5. _____ Budget;
6. _____ Investment/debt/financial policy;
7. _____ Information provided to rating agency, credit/liquidity provider or other third party;
8. _____ Consultant reports; and
9. _____ Other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT H

FORM OF ASSIGNMENT OF GROUND LEASE

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607

ASSIGNMENT OF GROUND LEASE

from the

MANATEE SCHOOL BOARD LEASING CORPORATION

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

ASSIGNMENT OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, that the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a Florida single-purpose, not-for-profit corporation (the "Corporation"), for and in consideration of good and valuable considerations to it in hand paid by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as successor trustee (the "Trustee"), the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto the Trustee the instrument of ground lease and the leasehold estate created by said instrument of ground lease, being that certain Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2025, as the same may be supplemented, modified or amended from time to time (the "Ground Lease"), a Memorandum of Ground Lease Agreement describing which has been duly recorded in the public records of Manatee County, Florida, granted by The School Board of Manatee County, Florida, (the "Board"), acting as the governing body of the School District of Manatee County, Florida to the Corporation in and to the Premises described therein; and

TO HAVE AND TO HOLD THE said instrument of ground lease, the leasehold estate created thereby, and any buildings and improvements thereon, unto Trustee, its successors and assigns forever; and

SECTION 1. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates relating to the Series 2025A Project and securing the rights of the Owners of such Certificates issued pursuant to the Trust Agreement.

SECTION 2. CONDITIONS. This Assignment of Ground Lease shall confer no rights and impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement relating to the Series 2025A Project.

SECTION 3. REPRESENTATIONS AND AGREEMENTS. (a) With respect to the sale, assignment and conveyance of the rights, title and interest of the Corporation under the Ground Lease, the Corporation represents, warrants and covenants to and with the Trustee, for the benefit of the Owners of the Certificates, that:

(i) The Corporation is a not-for-profit educational corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate powers and authority to own its property and carry on its business as now being conducted.

(ii) The Corporation is duly qualified to transact business and hold property and is in good standing in the State of Florida and wherever necessary to perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(iii) The Corporation has full power, authority and legal right to enter into and perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease; and the execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease by the Corporation have been duly authorized by all necessary corporate actions on the part of the Corporation, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligations of the Corporation or any other Person or such required approvals and consents have heretofore been duly obtained.

(iv) The execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease do not contravene any provision of any Articles of Incorporation or Bylaws of the Corporation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Corporation or any of its properties and by which the Corporation or any of its property is bound.

(v) To the Corporation's knowledge, the Ground Lease and the Trust Agreement are in full force and effect and the Corporation is not in default thereunder; and, the Ground Lease, the Trust Agreement and this Assignment of Ground Lease are legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganizations, moratoriums and creditors' rights generally and to the exercise of judicial discretion in accordance with general principles of equity.

(vi) The Corporation has complied, and will at all times hereafter comply, with and duly perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(vii) There is no pending, or to the knowledge of the Corporation, threatened, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Corporation to perform its obligations under the Ground Lease, the Trust Agreement or this Assignment of Ground Lease.

(viii) The Ground Lease and the lease rights thereunder being herein assigned are free and clear of all claims, liens, mortgages, security interests and encumbrances arising through any act or omissions of the Corporation or any Person claiming by, through or under it, except the rights of the Board under the Ground Lease and encumbrances permitted thereunder, including the Permitted Encumbrances.

(b) The Corporation does hereby covenant with the Trustee as grantee and assignee, its successors and assigns, that the Corporation (i) is the true and lawful owner of the leasehold estate created thereby, (ii) has good right to bargain, sell and transfer the same hereby, (iii) such leasehold estate of the Corporation is free and clear of any lien or encumbrance created by the Corporation, except for the "Lease Agreement" (as defined in the Ground Lease), (iv) that as of the date hereof there is no default under the terms of said Ground Lease, and (v) from and after this assignment, the Corporation will have no further interest in such Ground Lease or the leasehold estate thereby created except to enter into supplements thereto pursuant to Section 21 of the Ground Lease.

(c) The Corporation agrees to execute and deliver to the Trustee, upon request by the Trustee or the Owners of a majority in principal amount of the Certificates, any documents deemed necessary by the Trustee or such Owners to evidence further the assignment and conveyance herein made with respect to the Ground Lease.

(d) In order to secure payment of the Certificates, the Corporation hereby authorizes the Trustee to take possession of the Projects, and title thereto in accordance with the provisions of the Trust Agreement and Lease Agreement, and sell or relet such Projects, or any portion thereof, in the circumstances described in the Trust Agreement.

SECTION 4. NON-RECOURSE. The parties hereto agree that the assignment contained in this Assignment of Ground Lease shall be non-recourse with respect to the Corporation, and the Corporation shall have no liability hereunder to the Trustee or the Owners of any Certificates, with respect to the occurrence of an Event of Default or Event of Non-Appropriation by the Board under the Ground Lease.

SECTION 5. NO INDIVIDUAL LIABILITY. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Assignment of Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Assignment of Ground Lease against any member, officer, employee or agent of the parties hereto.

SECTION 6. COUNTERPARTS. This Assignment of Ground Lease may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Assignment of Ground Lease. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. DEFINITIONS. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Ground Lease.

IN WITNESS WHEREOF, the Manatee School Board Leasing Corporation, by its officer thereunto duly authorized, has affixed its corporate name and seal as of the 1st day of **[**MONTH**]**, 2025.

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: _____
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

ATTEST:

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Dr. Jason Wysong
Title: Secretary/Treasurer
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: _____
Title: Assistant Vice President
Address: 225 Water Street
Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

The Premises subject to the Ground Lease Agreement are the real property (together with all buildings, structures and improvements now or hereafter erected or situated thereon, including, without limitation, the Series 2025A Project (as defined in the Ground Lease Agreement), all fixtures, additions, alterations or replacements thereto, now or hereafter located in, or used in connection with or attached or made to such land, to the extent title thereto may rest in the Board, any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land) described as follows:

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

AGENDA ITEM NO. 16.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Corporate Resolution No. 2024-005 Authorizing Issuance of Certificates of Participation, Series 2025A, (the "Series 2025A Certificates") (Capital Funds) - *Updated 10-18-2024*

Executive Summary
The Resolution No. 2024-005 authorizes the issuance of the Series 2025A Certificates in an aggregate principal amount not exceeding $150,000,000.00 (the "Series 2025A Certificates").

The Series 2025A Certificates shall be issued for the principal purpose of financing the cost of acquiring, constructing and equipping new Artisan Lakes Elementary School and new Rye Ranch Elementary School pursuant to the School Board's Master Lease (COPS) Program with the Leasing Corporation and paying certain costs and expenses incurred in connection with the issuance of the Series 2025A Certificates.

The Resolution provides certain terms and details of the Series 2025A Certificates and approves the forms of certain documents related thereto. The Resolution authorizes a negotiated sale of the Series 2025A Certificates as long as certain parameters (described below under "Financial Impact") set forth in a Resolution of the School Board adopted on a date hereof are met. The Resolution authorizes the President and Secretary to determine certain details of the Series 2025A Certificates, upon the advice of the School Board's financial advisor.

The Superintendent recommends approval of a Resolution authorizing the issuance of Certificates of Participation, Series 2025A, not to exceed $150,000,000.00.

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 Resolution No. 2024-005 authorizing the issuance of Certificates of Participation, Series 2025A, not to exceed $150,000,000.00. (Capital Funds)

Financial Impact

Offer to provide for, among other things, (i) not exceeding $150,000,000.00 aggregate principal amount of Series 2025A Certificates, (ii) an underwriting discount (including management fee and all expenses) not in excess of 0.40% of the par amount of the Series 2025A Certificates, (iii) a true interest cost of not more than 5.00% per annum, and (iv) the maturities of the Series 2025A Certificates, with the final maturity being not later than July 1, 2045.

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers, Deputy Superintendent of Business Services

Attachments:
2024-005 - SDMC Corporate Resolution with Exhibits - Updated 10-18-2024

MANATEE SCHOOL BOARD LEASING CORPORATION
CORPORATE RESOLUTION 2024-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANATEE SCHOOL BOARD LEASING CORPORATION AUTHORIZING THE LEASE-PURCHASE FINANCING OF CERTAIN EDUCATIONAL FACILITIES PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF LEASE SCHEDULE NO. 2025A RELATING TO THE LEASE-PURCHASE OF SUCH PROJECTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING $150,000,000 AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2025A EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE UNDER A MASTER LEASE-PURCHASE AGREEMENT BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT WITH THE TRUSTEE AND AN ASSIGNMENT OF GROUND LEASE WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; DELEGATING TO THE PRESIDENT, VICE-PRESIDENT, THE SECRETARY AND THEIR DESIGNEES THE AUTHORITY TO EXECUTE AND DELIVER A CERTIFICATE PURCHASE CONTRACT IN CONNECTION WITH A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION IN ACCORDANCE WITH THE PARAMETERS SET FORTH IN A RESOLUTION OF THE SCHOOL BOARD ADOPTED ON THE DATE HEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANATEE SCHOOL BOARD LEASING CORPORATION:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" means Chapters 1001 through 1013 and 617, Florida Statutes, as amended, and other applicable provisions of law.

"Assignment of Ground Lease" means the Assignment of Ground Lease Agreement from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit F.

"Board" means the Board of Directors of the Corporation.

"Certificate Purchase Contract" means the Certificate Purchase Contract, to be dated the date of sale of the Series 2025A Certificates, among the Underwriters, the School Board and the Corporation, the substantially final form of which is attached hereto as Exhibit D.

"Corporation" means the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation.

"District" means the School District of Manatee County, Florida.

"Fourteenth Amendment to Assignment of Lease Agreement" means the Fourteenth Amendment to Assignment of Lease Agreement between the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit E.

"Ground Lease" means the Ground Lease Agreement, between the School Board and the Corporation, the substantially final form of which is attached hereto as Exhibit C.

"Lease Agreement" means the Master Lease-Purchase Agreement, dated as of June 1, 1996, between the Corporation and the School Board, as amended and supplemented.

"Lease Schedule No. 2025A" means Lease Schedule No. 2025A to the Lease Agreement, between the Corporation and the School Board, the substantially final form of which is attached hereto as Exhibit A.

"President" means the President of the Corporation and, in his or her absence or unavailability, the Vice-President of the Corporation or such other person as may be duly authorized to act on his or her behalf.

"School Board" means The School Board of Manatee County, Florida, acting as the governing body of the District.

"Secretary" means the Secretary/Treasurer of the Corporation, and, in his or her absence or unavailability, the Vice-President of the Corporation or such other person as may be duly authorized to act on his or her behalf.

"Series 2025A Certificates" means the Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida, to be dated as of their date of issuance (or such other date as may be set forth in the Certificate Purchase Contract) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement.

"Series 2025A Project" shall have the meaning as ascribed thereto in Lease Schedule No. 2025A.

"Series 2025A Supplemental Trust Agreement" means the Series 2025A Supplemental Trust Agreement relating to the Series 2025A Certificates, among the Corporation, the School Board and the Trustee, the substantially final form of which is attached hereto as Exhibit B.

"Trust Agreement" means the Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the School Board and the Trustee, as amended and supplemented, particularly as amended and supplemented by the Series 2025A Supplemental Trust Agreement.

"Trustee" means U.S. Bank Trust Company, National Association, or any successor thereto.

"Underwriter(s)" means, collectively, BofA Securities, Inc., J.P. Morgan Securities LLC, Jefferies LLC and Raymond James & Associates Inc. and the other underwriters, if any, named in the Certificate Purchase Contract.

SECTION 2. FINDINGS. It is hereby found and determined that:

(A) The Corporation is authorized and empowered by the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, Lease Schedule No. 2025A, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease and the Fourteenth Amendment to Assignment of Lease Agreement, and to fully perform its obligations thereunder in order to acquire, construct and install the Series 2025A Project and lease it to the School Board.

(B) Due to the present volatility of the market for tax-exempt obligations such as the Series 2025A Certificates and the complexity of the transactions relating to such Series 2025A Certificates, it is in the best interest of the Corporation that the Series 2025A Certificates be sold by a delegated negotiated sale, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible price and interest rate for the Series 2025A Certificates.

(C) The Corporation and the School Board have been advised by their Financial Advisor, PFM Financial Advisors LLC, as to the market appropriateness of preparing for the purchase proposal of the Underwriters in light of current market levels and conditions and as to the acceptance of a Certificate Purchase Contract pursuant to a delegated, negotiated sale, subject to the conditions provided herein.

(D) The Series 2025A Certificates shall be secured solely as provided in the Trust Agreement, the Lease Agreement, Lease Schedule No. 2025A, the Ground Lease, the Assignment of Ground Lease and the Fourteenth Amendment to Assignment of Lease Agreement, it being understood that neither the Series 2025A Certificates nor the interest represented thereby shall be or constitute a general obligation of the Corporation or the District, the School Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the Corporation or the District, the School Board, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

SECTION 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Corporation's Articles of Incorporation, the Act and other applicable provisions of law.

SECTION 4. AUTHORIZATION OF LEASE-PURCHASE OF SERIES 2025A PROJECT. The Corporation hereby authorizes the acquisition, construction and installation of the Series 2025A Project and the lease-purchase of it to the School Board in accordance with the terms of the Lease Agreement and Lease Schedule No. 2025A.

SECTION 5. APPROVAL OF LEASE SCHEDULE NO. 2025A. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute Lease Schedule No. 2025A, and the Secretary to attest the same under the seal of the Corporation, and to deliver Lease Schedule No. 2025A to the School Board for its execution. Lease Schedule No. 2025A shall be in substantially the form attached hereto as Exhibit A, with such changes, modifications, deletions and additions as may be approved by such President. Execution by the President of Lease Schedule No. 2025A shall be deemed to be conclusive evidence of approval of such changes. The authorization to execute and deliver Lease Schedule No. 2025A is expressly conditioned upon compliance with the terms and conditions set forth in the Certificate Purchase Contract for execution, authentication and delivery of the Series 2025A Certificates. The Board hereby approves

the Basic Rent Payments to be described in Lease Schedule No. 2025A in accordance with the duly executed Certificate Purchase Contract.

SECTION 6. APPROVAL OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Series 2025A Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Series 2025A Supplemental Trust Agreement to the School Board and the Trustee for their execution. The Series 2025A Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Series 2025A Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 7. APPROVAL OF GROUND LEASE. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Ground Lease to the School Board for its execution. The Ground Lease shall be in substantially the form attached hereto as Exhibit C, with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Ground Lease shall be deemed to be conclusive evidence of approval of such changes. If the Board acquires additional sites for the Series 2025A Project, the President and Secretary are authorized to sign such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease.

SECTION 8. APPROVAL OF CERTIFICATE PURCHASE CONTRACT. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Certificate Purchase Contract and the Secretary to attest the same, and to deliver the Certificate Purchase Contract to the Underwriters and the School Board for their execution. The Series 2025A Certificates shall be sold to the Underwriters at the purchase price indicated in the Certificate Purchase Contract. The Certificate Purchase Contract shall be substantially in the form attached hereto as Exhibit D, with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Certificate Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

SECTION 9. APPROVAL OF FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Fourteenth Amendment to Assignment of Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Fourteenth Amendment to Assignment of Lease Agreement to the Trustee for its execution. The Fourteenth Amendment to Assignment of Lease Agreement shall be in substantially the form attached hereto as

Exhibit E with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Fourteenth Amendment to Assignment of Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 10. APPROVAL OF ASSIGNMENT OF GROUND LEASE. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute the Assignment of Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Assignment of Ground Lease to the Trustee. The Assignment of Ground Lease shall be in substantially the form attached hereto as Exhibit F with such changes, modifications, deletions and additions as may be approved by said President. Execution by the President of the Assignment of Ground Lease shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. AUTHORIZATION OF EXECUTION AND DELIVERY OF REQUEST AND AUTHORIZATION CERTIFICATE. Subject to the provisions of Section 12 hereof, the Board hereby authorizes and directs the President to execute and deliver a Request and Authorization Certificate substantially in the form attached to the Trust Agreement as Exhibit C, authorizing the Trustee to execute and deliver not in excess of $150,000,000 aggregate principal amount of Series 2025A Certificates and containing such other details as shall be necessary to conform such Request and Authorization Certificate to the final terms and details of the Series 2025A Certificates as set forth in Lease Schedule No. 2025A, the Series 2025A Supplemental Trust Agreement and the Certificate Purchase Contract.

SECTION 12. AUTHORIZATIONS SUBJECT TO CONDITIONS SUBSEQUENT. The authorizations set forth in Sections 4 through 11 hereof with respect to the lease-purchase financing of the Series 2025A Project and the execution and delivery of Lease Schedule No. 2025A, the Series 2025A Supplemental Trust Agreement, the Ground Lease, the Fourteenth Amendment to Assignment of Lease Agreement, the Assignment of Ground Lease and the Certificate Purchase Contract are subject in all respects to satisfaction of the requirements set forth in Section 9(B) of the School Board Certificate Resolution of even date herewith (the "School Board Resolution") and relating to the issuance of the Series 2025A Certificates. Execution and delivery of said documents by the Chair and Superintendent (as such terms are defined in the School Board Resolution) of the School Board shall be deemed conclusive evidence of the satisfaction of the requirements set forth in said Section 9(B) of the School Board Resolution and this Section 12.

SECTION 13. APPOINTMENT OF TRUSTEE. U.S. Bank Trust Company, National Association is hereby appointed as Trustee in connection with the Series 2025A Certificates.

SECTION 14. GENERAL AUTHORITY. Subject to the provisions of Section 12 hereof, the President, Secretary and the other officers, attorneys and other agents or employees of the Corporation are hereby authorized to do all acts and things required of them by this Resolution or the Certificate Purchase Contract, or desirable or consistent with the requirements of this Resolution, the School Board Resolution, the Lease Agreement, Lease Schedule No. 2025A, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Fourteenth Amendment to Assignment of Lease Agreement or the Certificate Purchase Contract for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the Corporation is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the series designation of the Series 2025A Certificates, if necessary or desirable, for accomplishing the acts herein authorized.

SECTION 15. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 16. REPEAL OF INCONSISTENT DOCUMENTS. All prior resolutions in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Signature page to follow]

SECTION 17. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 22nd day of October 2024.

MANATEE SCHOOL BOARD LEASING CORPORATION

(SEAL)

By: _____
President

ATTEST:

_____
Secretary/Treasurer

EXHIBIT A

FORM OF LEASE SCHEDULE NO. 2025A

LEASE SCHEDULE NO. 2025A
to the
Master Lease-Purchase Agreement,
dated as of June 1, 1996,
between
Manatee School Board Leasing Corporation (the "Corporation")
and
The School Board of Manatee County, Florida (the "Board")

THIS LEASE SCHEDULE NO. 2025A (the "Lease Schedule") is hereby entered into, under and pursuant to that certain Master Lease-Purchase Agreement, dated as of June 1, 1996 (the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2025A Project as herein described. All capitalized terms not otherwise defined herein shall have the respective meanings therefor set forth in the (i) Lease Agreement or (ii) Master Trust Agreement, dated as of June 1, 1996, among the Corporation, the Board and the Trustee, as amended and supplemented by the Series 2025A Supplemental Trust Agreement (the "Series 2025A Supplemental Trust Agreement"), dated as of **[**MONTH**]** 1, 2025, among the Corporation, the Board and the Trustee (collectively, the "Trust Agreement"). Reference to "Lease Agreement" herein shall include the terms of this Lease Schedule.

1. Series 2025A Project. The leased property, which is described in Section 6 of this Lease Schedule (the "Series 2025A Project"), and has a Maximum Cost of $**[**PROJECT ACCOUNT DEPOSIT**]** (plus any investment earnings), shall be acquired, constructed and installed, and lease-purchased, by the Board from the Corporation pursuant to the terms of the Lease Agreement.

2. Commencement Date; Lease Term; Other Definitions. For purposes of this Lease Schedule and the Lease Agreement:

(a) The Commencement Date for the Series 2025A Project is **[**DATED DATE**]**, 2025.

(b) The Initial Lease Termination Date of the lease of the Series 2025A Project shall be June 30, 2025. The Maximum Lease Term shall commence on the Commencement Date hereof and terminate on June 30, 20__.

(c) The Estimated Completion Date of the Series 2025A Project is **[**MONTH**]** 1, 2028.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2025A Certificates").

(b) The Credit Enhancer for the **[**Insured**]** Series 2025A Certificates shall be **[**INSURER**]**, a _____, or any successor thereto or assignee thereof ("**[**INSURER SHORT NAME**]**"). **[**The Series 2025A Certificates maturing on July 1 in the years 20__ and 20__ shall not be subject to credit enhancement.**]**

(c) The Reserve Requirement for the Series 2025A Subaccount established in the Reserve Account under the Trust Agreement shall be zero ($0.00).

(d) The Optional Prepayment Date for the Series 2025A Certificates maturing on and after July 1, 20__ shall be July 1, 20__ and any date thereafter.

(e) No Prepayment Amount is designated for purposes of 6.03(g) of the Master Trust Agreement.

(f) The Closure Date of the Series 2025A Subaccount of the Project Account established for the Series 2025A Certificates, for purposes of Section 6.03(g) of the Master Trust Agreement, shall be **[**MONTH**]** 1, 20__.

4. Basic Rent and Basic Rent Payment Dates. The Basic Rent payable by the Board to the Corporation with respect to the Series 2025A Project under the Lease Agreement is described in Schedule A attached hereto. The Basic Rent Payment Dates with respect to the Series 2025A Certificates shall be December 15 and June 15 of each year, commencing **[**June 15, 2025**]**.

5. Use of Certificate Proceeds. The proceeds of the Series 2025A Certificates (net of Underwriters' discount of $_____ and the Municipal Bond Insurance Policy premium of $_____) shall be disbursed as follows:

Deposit to Series 2025A Subaccount of Project Account established for the Series 2025A Certificates ..... $[PROJECT ACCOUNT DEPOSIT]

Deposit to Series 2025A Subaccount of Costs of Issuance Account established for the Series 2025A Certificates ..... $[COI ACCOUNT DEPOSIT]*

* $[INSURANCE PREMIUM] of which shall be wired directly to [INSURER] at closing.

6. The Series 2025A Project. The Project Description, Project Budget and Project Schedule for the Series 2025A Project are attached hereto as Schedule B.

7. Designated Equipment. The Designated Equipment for the Series 2025A Project is attached hereto as part of Schedule B.

8. The Land. A description of the Land, including any Ground Leases, is attached as Schedule C attached hereto.

9. Title Insurance. For purposes of Section 6.03(c) of the Trust Agreement, the amount of title insurance applicable to each Series 2025A Project site shall be $1,000,000.

10. Insurance. In lieu of the provisions contained in Sections 5.05 and 5.06 of the Lease Agreement and unless otherwise waived by [INSURER SHORT NAME], with respect to the Series 2025A Certificates and to the Series 2025A Project, the following provisions shall apply:

(a) The Board shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Projects by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in such amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Board. In the event the Board determines that such insurance is unavailable at commercially reasonable rates, such insurance may be maintained in whole or in part in the form of self-insurance by the Board, provided such self-insurance complies with the provisions of Section 5.07 of the Master Trust Agreement and is in at least the minimum amount necessary to comply for federal disaster relief programs. The Net Proceeds of such insurance shall be applied as provided in Section 5.08 of the Master Trust Agreement, as modified by Section 14 hereof.

(b) Flood insurance shall be maintained by the Board for any property included in a Project which is located in a federally designated flood plain, in such

amounts per occurrence as are available at commercially reasonable costs and in minimum amounts necessary to qualify for federal disaster relief programs. Such flood insurance may be maintained in whole or in part in the form of self-insurance by the Board as long as the aggregate amount of the flood insurance is in at least such minimum amount as shall qualify for federal disaster relief programs.

11. Other Documents. The documents required by Section 3.01(c) of the Lease Agreement to be submitted with this Lease Schedule are attached hereto as Schedule D.

12. Assignment of Lease Agreement and Assignment of Ground Lease. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Lease Schedule and, with certain exceptions, the Lease Agreement have been assigned to the Trustee pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as supplemented and amended pursuant to the Fourteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Corporation and the Trustee and that all of its right, title and interest in the Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Board and the Corporation, have been assigned to the Trustee pursuant to the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2025.

13. Other Permitted Encumbrances. Those encumbrances set forth in the title policies delivered in connection with any Series 2025A Project component site.

14. Section 5.08(c) and (d) of Lease Agreement Not Applicable. Notwithstanding the provisions set forth in Sections 5.08(c) and (d) of Lease Agreement, the Board may elect not to repair, restore or replace the Series 2025A Project or any portion thereof which has been destroyed, damaged or lost or condemned, with the Net Proceeds of any insurance or condemnation award, by filing a certificate with the Trustee for the Series 2025A Certificates stating that (i) the Board has made such an election and (ii) it is not in the best interests of the Board to repair, restore or replace such Series 2025A Project or portion thereof. Upon such an election, if the Net Proceeds are not greater than the amount of the Basic Rent Payments coming due in the current and immediately following Fiscal Year under Lease Schedule No. 2025A, then such amounts shall be used first, to pay the Interest Component of the Series 2025A Certificates for the next two interest Payment Dates and then to pay the Principal Component next coming due. In the event the Net Proceeds are greater than the amount of the Basic Rent Payments coming due under Lease Schedule No. 2025A in the current and immediately following Fiscal Year, at the option of the Board, the Board shall apply the Net Proceeds of such insurance or condemnation award to (i) the acquisition, construction and installation of other Land and/or Buildings to be used for educational purposes that will be subject to Lease Schedule No. 2025A or (ii) upon receipt of an approving opinion of Special Counsel, to the Series 2025A Subaccount of the Interest Account, or Series 2025A Subaccount of the Principal Account, as applicable, to be credited against the payments next due to such accounts or subaccounts. The provisions of Section 5.08(d) of the Lease Agreement shall not apply to the Series 2025A Project.

15. Special Terms and Conditions for Lease Schedule No. 2025A.

(a) Representations.

(1) The Board hereby represents, covenants and warrants that adequate water, sanitary sewer and storm sewer utilities, electric power, telephone and other utilities are available to the Series 2025A Project.

(2) The Board hereby confirms its representations, covenants and warranties set forth in the Lease Agreement. The Corporation hereby confirms its representations, covenants and warranties set forth in the Lease Agreement.

(3) The Board and the Corporation hereby represent that the Lease Agreement is in effect and that to their knowledge there are no defaults on the date of execution of this Lease Schedule No. 2025A under the Lease Agreement, the Ground Lease or the Trust Agreement.

16. Notices. Copies of all notices required to be given to a Credit Enhancer pursuant to the Lease Agreement shall be given to **[**INSURER SHORT NAME**]** at the following address:

[INSURER**]**
_____
_____
_____
Re: Policy No. _____
Telephone: _____
Telecopier: _____

17. Special Terms and Conditions Required by **[**INSURER SHORT NAME**]**. For purposes of this Lease Schedule, the following provisions shall apply so long as the **[**Insured**]** Series 2025A Certificates remain Outstanding or any amounts are payable to **[**INSURER SHORT NAME**]**:

[TO COME**]**

IN **WITNESS WHEREOF,** each of the parties hereto have caused this Lease Schedule No. 2025A to be executed by their proper corporate officers, all as of the 1st day of **[**MONTH**]** 2025.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary/Treasurer

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

(SEAL)

Attest: _____
Superintendent

SCHEDULE A

TOTAL BASIC RENT SCHEDULE

(Rent due on June 15 and December 15 next preceding each Certificate Payment Date)

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

BASIC RENT SCHEDULE BY GROUP

Artisan Lakes Elementary School

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

Rye Ranch Elementary School

Certificate Payment Date	Principal Component	Interest Component	Total Basic Rent Payment	Remaining Principal Component

SCHEDULE B

SERIES 2025A PROJECT DESCRIPTION, SERIES 2025A PROJECT BUDGET, PROJECT SCHEDULE AND DESIGNATED EQUIPMENT

PROJECT DESCRIPTION

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

ESTIMATED PROJECT BUDGET

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

ESTIMATED DRAWDOWN SCHEDULE

Month	Year	Artisan Lakes Elementary School	Rye Ranch Elementary School	Total

DESIGNATED EQUIPMENT

[The _____ component of the Series 2025A Project and all equipment components not constituting fixtures of the educational facilities described under the heading "PROJECT DESCRIPTION" above.**]**

EXHIBIT A TO SCHEDULE B

EDUCATIONAL PLANT SURVEY EXCERPTS RELATED TO THE PROJECT COMPONENTS

[Not Applicable]

SCHEDULE C

DESCRIPTION OF THE LAND

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

SCHEDULE D

DOCUMENTS REQUIRED BY SECTION 3.01(C)
OF THE LEASE AGREEMENT

1. Resolution of the School Board. See Tab ___.

2. Certificate of the School Board. See Tab ___.

3. Ground Lease Agreement. See Tab ___.

4. Series 2025A Supplemental Trust Agreement. See Tab ___.

5. Memorandum of Lease with respect to the Series 2025A Project. See Tab ___.

6. Memorandum of Ground Lease with respect to the Series 2025A Project. See Tab ___.

EXHIBIT B

FORM OF SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

by and among

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessee

Dated as of [MONTH] 1, 2025

Relating to
Certificates of Participation
(The School Board of Manatee County, Florida
Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of Owners
thereof in Basic Rent Payments to be made under a Master Lease-Purchase
Agreement by The School Board of Manatee County, Florida

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SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT

THIS SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT, dated as of **[**MONTH**]** 1, 2025 (the "Series 2025A Supplemental Trust Agreement"), amending and supplementing the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Trust Agreement," and together with the Series 2025A Supplemental Trust Agreement, the "Trust Agreement"), by and among **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement, as successor trustee (the "Trustee"), the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit educational corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), and **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** acting as the governing body of the School District of Manatee County, Florida (the "Board").

W I T N E S E T H:

WHEREAS, the Board has heretofore deemed it in its best interests to lease-purchase certain real and/or personal property from time to time and has heretofore entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Lease Agreement"), between the Corporation, as lessor, and the Board, as lessee; and

WHEREAS, pursuant to the Lease Agreement, the Board may from time to time, by execution of a Lease Schedule to the Lease Agreement (each a "Lease Schedule"), direct the Corporation to acquire, construct and lease-purchase to the Board the items of property described in the applicable Lease Schedule (which items of property are collectively referred to herein as the "Projects"); and

WHEREAS, provision for the payment of the cost of acquiring, constructing and installing each Project will be made by the issuance and sale from time to time of a Series (as defined in the Master Trust Agreement) of Certificates of Participation issued under the Trust Agreement (the "Certificates"), which shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined in the Master Trust Agreement) to be made by the Board pursuant to the Lease Agreement and related Lease Schedule; and

WHEREAS, the Trustee has agreed to deliver a Series of Certificates pursuant to and upon receipt of a Request and Authorization (as defined in the Master Trust Agreement) from the Corporation and the terms of this Series 2025A Supplemental Trust Agreement; and

WHEREAS, the Corporation has assigned by absolute outright assignment to the Trustee all of its right, title and interest in and to the Lease Agreement and the Lease

Payments (as defined in the Master Trust Agreement), other than its rights of indemnification, its obligations pursuant to Section 6.03 of the Lease Agreement and its right to enter into Lease Schedules from time to time, pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented (the "Assignment of Lease Agreement"), between the Corporation and the Trustee; and

WHEREAS, each Series of Certificates (other than Completion Certificates and partial Refunding Certificates) shall be secured independently from each other Series of Certificates; and

WHEREAS, simultaneously herewith, the Board and the Corporation shall enter into Lease Schedule No. 2025A, dated as of the date hereof, for the lease-purchase of various educational facilities more particularly described in said Lease Schedule No. 2025A; and

WHEREAS, the Trustee has received a Request and Authorization from the Corporation relating to the issuance of $**[**PAR AMOUNT**]** aggregate principal amount of "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida" (the "Series 2025A Certificates"); and

WHEREAS, the Series 2025A Certificates shall be secured in the manner provided in the Trust Agreement and shall have the terms and provisions contained in this Series 2025A Supplemental Trust Agreement; and

WHEREAS, all things necessary to make the Series 2025A Certificates, when authenticated by the Trustee and issued as provided herein and in the Trust Agreement, the valid, binding and legal obligations according to the terms thereof, have been done and performed, and the creation, execution and delivery of this Series 2025A Supplemental Trust Agreement, and the creation, execution and issuance of the Series 2025A Certificates subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SERIES 2025A SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:

ARTICLE I
DEFINITIONS

SECTION 101. DEFINITIONS. Capitalized words and terms which are defined in the Trust Agreement shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent. In addition to the capitalized words and terms elsewhere defined in this Series 2025A Supplemental Trust Agreement, the following capitalized words and terms as used in this Series 2025A Supplemental Trust Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"[INSURER SHORT NAME]" or **"Insurer"** or **"Credit Enhancer"** means **[**INSURER**]**, a _____, as the issuer of the Municipal Bond Insurance Policy, or any successor thereto or assignee thereof.

"Assignment of Ground Lease" means the Assignment of Ground Lease, dated as of **[**MONTH**]** 1, 2025, from the Corporation to the Trustee.

"Fourteenth Amendment to Assignment of Lease Agreement" means the Fourteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2025, from the Corporation to the Trustee.

"Ground Lease" means the Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Board and the Corporation**.**

"Insured Series 2025A Certificates" means the Series 2025A Certificates maturing on July 1 in the years 20__ through 20__, inclusive.

"Lease Schedule No. 2025A" means Lease Schedule No. 2025A relating to the Series 2025A Project, dated as of **[**MONTH**]** 1, 2025 which shall be part of the Lease Agreement.

"Municipal Bond Insurance Policy" or **"Policy"** means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the **[**Insured**]** Series 2025A Certificates when due. The Municipal Bond Insurance Policy shall be deemed to be a Credit Facility for purposes of the Trust Agreement.

"Payment Date" shall mean January 1 and July 1 of each year, commencing **[**July 1, 2025**]**.

"Permitted Investments" means:

1. (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment

of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

2. Federal Housing Administration debentures.

3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
  Senior Debt obligations

- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
  Consolidated system-wide bonds and notes

- Federal Home Loan Banks (FHL Banks)
  Consolidated debt obligations

- Federal National Mortgage Association (FNMA)
  Senior debt obligations
  Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

- Student Loan Marketing Association (SLMA)
  Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)

- Financial Corporation (FICO)
  Debt obligations

- Resolution Funding Corporation (REFCORP)

Debt obligations

4. Unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.

5. Deposits, the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least $5 million.

6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

7. Money market funds rated "AAm" or "AAm-G" by S&P, or better.

8. "State Obligations," which means:

A. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

B. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

C. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

9. Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

A. the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

B. the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

C. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

D. the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

E. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

F. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

10. Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long-term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's and acceptable to the Insurer, provided that:

A. The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);

B. The Trustee or a third party acting solely as agent therefor or for the Board (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

C. The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

D. All other requirements of S&P in respect of repurchase agreements shall be met; and

E. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Board or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

11. Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "A" by S&P and "A" by Moody's; provided that, by the terms of the investment agreement:

A. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

B. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Board and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

C. the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation or, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. the Board or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Board, the Trustee and the Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Insurer;

E. the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "A" or "A," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Board, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Board or Trustee;

F. The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Board or the Trustee (who shall give such direction if so directed by the Board), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate, and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Board or Trustee, as appropriate.

12. Nonnegotiable Certificates of Deposit with a qualified public depository in accordance with Chapter 280, Florida Statutes.

13. Such other obligations as shall be permitted to be legal investments of the Board by the laws of the State.

14. Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

15. Other forms of investments approved in writing by a majority of the Owners of the Series 2025A Certificates.

For purposes of the foregoing, compliance with any minimum rating requirement shall be determined at the time the investment is made; and the Trustee shall have no duty to monitor rating levels of investments on an ongoing basis.

"Refunding Securities" means, except as otherwise provided herein with respect to the Series 2025A Certificates, the investments set forth in paragraphs 1 and 9 of the definition of Permitted Investments.

"Related Documents" means the Trust Agreement, the Lease Agreement, Lease Schedule No. 2025A, the Ground Lease, the Fourteenth Amendment to Assignment of Lease Agreement and the Assignment of Ground Lease, as all such documents are supplemented and amended.

"Reserve Requirement" means, with respect to the Series 2025A Certificates, zero dollars ($0.00).

"Series 2025A Account of the Prepayment Fund" means the account established in the Prepayment Fund established pursuant to Section 6.02 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Certificates" means the $**[**PAR AMOUNT**]** aggregate principal amount of Certificates of Participation authorized to be issued under Section 4.01 of the Master Trust Agreement and Section 201 hereof.

"Series 2025A Pledged Accounts" means the Series 2025A Subaccount of the Project Account, the Series 2025A Subaccount of the Costs of Issuance Account, the Series 2025A Subaccount of the Principal Account, the Series 2025A Subaccount of the Interest Account and the Series 2025A Account of the Prepayment Fund.

"Series 2025A Project" means the property and improvements described as the "Series 2025A Project" in Lease Schedule No. 2025A, as the same may be amended or modified from time to time.

"Series 2025A Subaccount of the Costs of Issuance Account" means the subaccount established in the Costs of Issuance Account pursuant to Sections 6.02 and 6.04 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Subaccount of the Interest Account" means the subaccount established in the Interest Account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Subaccount of the Principal Account" means the subaccount established in the principal account pursuant to Sections 6.02 and 6.06 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Subaccount of the Project Account" means the subaccount established in the Project Account pursuant to Section 6.02 and 6.03 of the Master Trust Agreement and Section 401 hereof.

"Series 2025A Supplemental Trust Agreement" means this instrument, as may be amended and supplemented.

"Trustee" means U.S. Bank Trust Company, National Association and any successor thereto.

ARTICLE II
THE SERIES 2025A CERTIFICATES

SECTION 201. AUTHORIZATION OF SERIES 2025A CERTIFICATES. (a) There is hereby created a Series of Certificates to be issued under the Trust Agreement to be known as "Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida." The aggregate principal amount of Series 2025A Certificates which may be issued is hereby expressly limited to $**[**PAR AMOUNT**]**; provided, however, Completion Certificates may be issued in the manner provided in Section 4.12 of the Master Trust Agreement. The Series 2025A Certificates shall be issued for the purposes of (a) financing (including through reimbursement) the acquisition, construction and installation of the Series 2025A Project to be leased to the Board, and (b) paying Costs of Issuance of the Series 2025A Certificates. The Series 2025A Certificates shall bear interest from their dated date and shall be issuable as fully registered Certificates without coupons in denominations of $5,000 and integral multiples thereof. The Series 2025A Certificates shall be lettered and numbered R-1 and upward.

(b) Except as otherwise provided in the Trust Agreement, the Series 2025A Certificates shall be dated as of their date of delivery. Interest on the Series 2025A Certificates shall be payable on each Payment Date, commencing **[**July 1, 2025**]**. The Series 2025A Certificates shall be payable in the manner provided in the Trust Agreement.

(c) The Series 2025A Certificates shall bear interest at the respective rates and shall mature on July 1 of each of the years in the respective principal amounts set opposite each year in the following schedule:

Maturity (July 1)	Principal Amount	Interest Rate

(d) **[**All of the Series 2025A Certificates shall be Serial Certificates.**]** The Series 2025A Certificates shall be substantially in the form set forth in Exhibit B to the Master Trust Agreement.

SECTION 202. ISSUANCE OF SERIES 2025A CERTIFICATES. The Series 2025A Certificates shall be issued upon delivery to the Trustee of the documents referred to in Section 4.02(a) of the Master Trust Agreement and the payment of the purchase price therefor.

SECTION 203. THE SERIES 2025A PROJECT. The Series 2025A Project shall be acquired, constructed and installed as provided in the Trust Agreement, the Lease Agreement and Lease Schedule No. 2025A.

SECTION 204. LETTER OF INSTRUCTIONS. Attached hereto as Schedule 1 is the Letter of Instructions relating to the Series 2025A Certificates as required by Section 6.12 of the Master Trust Agreement. The Trustee, the Corporation and the Board agree to abide by the applicable provisions of such Letter of Instructions in accordance with and to the extent of the terms of the Trust Agreement.

SECTION 205. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 201 hereof or Section 4.06 of the Master Trust Agreement, and pursuant to Section 4.11 of the Master Trust Agreement, the Series 2025A Certificates shall be initially issued in the form of a separate single certificated fully registered Series 2025A Certificate for each of the maturities of the Series 2025A Certificates. Except as described in this Section 205, upon initial issuance, the ownership of each such Series 2025A Certificate shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2025A Certificates shall be registered in the name of Cede & Co., all payments of principal and interest on the Series 2025A Certificates shall be made by the Trustee by check or draft or by wire transfer to Cede & Co., as Holder of the Series 2025A Certificates.

With respect to Series 2025A Certificates registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Board, the Corporation and the Trustee shall have no responsibility or obligation to any participant in the DTC book-entry program or to any indirect participant (collectively, a "Participant"). Without limiting the immediately preceding sentence, the Board, the Corporation and the Trustee shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Series 2025A Certificates, (B) the delivery to any Participant or any other Person other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any notice with respect to the Series 2025A Certificates, including any notice of prepayment, or (C) the payment to any Participant or any other Person, other than a Certificate Owner, as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest on the Series 2025A Certificates. The Board, the

Corporation and the Trustee shall treat and consider the Person in whose name each Series 2025A Certificate is registered in the registration books kept by the Trustee as the Holder and absolute owner of such Series 2025A Certificate for the purpose of payment of principal of, premium, if any, and interest with respect to such Series 2025A Certificate, for providing notices with respect to such Series 2025A Certificate, for the purpose of registering transfers with respect to such Series 2025A Certificate, for the purpose of providing notices of prepayment, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Series 2025A Certificates only to or upon the order of the respective holders, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025A Certificates to the extent of the sum or sums so paid. No Person other than a holder, as shown in the registration books kept by the Trustee, shall receive a certificated Series 2025A Certificate evidencing the obligation of the Board to make payments of principal of, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Board of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Trust Agreement with respect to transfers during certain time periods, the words "Cede & Co." herein shall refer to such new nominee of DTC; and upon receipt of such notice, the Board shall promptly deliver a copy of the same to the Trustee.

Upon (A) receipt by the Board of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2025A Certificates be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2025A Certificates or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Board, in its sole discretion upon compliance with applicable DTC policies and procedures, that such book-entry only system is burdensome to the Board, the Series 2025A Certificates shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names holders shall designate, in accordance with the provisions hereof. In such event, the Board shall issue and the Trustee shall authenticate, transfer and exchange Series 2025A Certificates of like principal amount and maturity, in denominations of $5,000 or any integral multiple thereof to the holders thereof in accordance with the provisions of the Trust Agreement. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations previously executed by the Board and delivered to DTC shall apply to the payment of principal of and interest on the Series 2025A Certificates.

ARTICLE III
APPLICATION OF SERIES 2025A CERTIFICATE PROCEEDS

SECTION 301. APPLICATION OF SERIES 2025A CERTIFICATE PROCEEDS. The proceeds of the Series 2025A Certificates (net of the underwriting discount of $_____ and the Municipal Bond Insurance Policy premium of $_____) shall be applied by the Trustee as follows:

(1) Deposit to the credit of the Series 2025A Subaccount of the Costs of Issuance Account an amount equal to the Costs of Issuance of the Series 2025A Certificates ($_____);

(2) Deposit to the credit of the Series 2025A Subaccount of the Project Account the balance of the proceeds from the sale of the Series 2025A Certificates ($_____).

All moneys on deposit in the Subaccounts described in this Section 301 shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement.

ARTICLE IV
ESTABLISHMENT OF SERIES 2025A PLEDGED ACCOUNTS

SECTION 401. ESTABLISHMENT OF SERIES 2025A PLEDGED ACCOUNTS. In accordance with Section 6.02(b) of the Master Trust Agreement, there is hereby established with the Trustee, solely for the benefit of the Owners of the Series 2025A Certificates, the following accounts and subaccounts:

(a) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Project Account."

(b) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Costs of Issuance Account."

(c) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Interest Account."

(d) The "School Board of Manatee County, Florida Master Lease Series 2025A Subaccount of the Principal Account."

(e) The "School Board of Manatee County, Florida Master Lease Series 2025A Account of the Prepayment Fund."

The moneys on deposit in the Accounts and Subaccounts described in this Section shall be disbursed by the Trustee in the manner and for the purposes described in the Trust Agreement. The moneys in the Series 2025A Pledged Accounts shall be invested solely in Permitted Investments.

SECTION 402. SECURITY FOR SERIES 2025A CERTIFICATES. The Series 2025A Certificates shall be secured in the manner provided in the Trust Agreement and shall receive all the benefits of the Trust Estate created thereunder; provided, such portion of the Trust Estate which is derived from the sale, re-letting or other disposition of the Series 2025A Project and, subject only to the provisions of the Trust Agreement permitting the application thereof for the other purposes set forth therein, any cash, securities and investments in the Series 2025A Pledged Accounts shall be utilized solely for the benefit of the Owners of the Series 2025A Certificates. The Owners of the Series 2025A Certificates shall have no claim against, nor receive any benefits from, any portion of the Trust Estate derived from the sale, re-letting or other disposition of Projects, other than the Series 2025A Project, or any cash, securities and investments in the Pledged Accounts, other than the Series 2025A Pledged Accounts in the manner and to the extent provided in the Trust Agreement.

SECTION 403. CREDIT ENHANCEMENT. The **[**Insured**]** Series 2025A Certificates shall be further secured by the Municipal Bond Insurance Policy issued by **[**INSURER SHORT NAME**]**, which shall be the Credit Enhancer and Insurer for the Series

2025A Certificates. **[**INSURER SHORT NAME**]** shall have all the rights provided for such Credit Enhancer under the terms of the Trust Agreement and under the terms hereof and the Related Documents.

SECTION 404. AMENDMENT OF MASTER TRUST AGREEMENT. Pursuant to the authority set forth in Section 11.01(i) of the Master Trust Agreement, the provisions of Sections 6.03(d)(i) and (ii) shall not apply to the Series 2025A Certificates in connection with any disbursement from the Series 2025A Subaccount of the Project Account.

ARTICLE V
PREPAYMENT OF SERIES 2025A CERTIFICATES

SECTION 501. PREPAYMENT OF SERIES 2025A CERTIFICATES. (a) The Series 2025A Certificates are subject to prepayment only as provided in this Section. The Series 2025A Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) The Series 2025A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2025A Certificates maturing on and after July 1, 20__ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Lease Agreement, in whole or in part on July 1, 20__ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2025A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) Notwithstanding the provisions of Section 5.04(a) of the Master Trust Agreement, notice of any prepayment of Series 2025A Certificates shall either (i) explicitly state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient funds to pay the full Prepayment Price of the Series 2025A Certificates to be prepaid, or (ii) be sent only if sufficient funds or Refunding Securities to pay the full Prepayment Price of the Series 2025A Certificates to be prepaid is on deposit in the applicable fund or account. In the event the conditions stated in the notice of prepayment are not satisfied on the proposed prepayment date, such prepayment shall not occur and such notice of prepayment shall be of no further force or effect. Except as provided herein, the Series 2025A Certificates shall be called for prepayment upon the notice and in the manner provided in Article V of the Master Trust Agreement.

ARTICLE VI
PROVISIONS RELATING TO SERIES 2025A CERTIFICATES

SECTION 601. PROVISIONS REGARDING MUNICIPAL BOND INSURANCE POLICY; ADDITIONAL OBLIGATIONS OF THE BOARD. The following provisions relating to the **[**Insured**]** Series 2025A Certificates shall apply so long as **[**INSURER SHORT NAME**]**'s Municipal Bond Insurance Policy is in full force and effect or any amounts are payable to **[**INSURER SHORT NAME**]**:

[TO COME**]**

ARTICLE VII
MISCELLANEOUS

SECTION 701. PROVISIONS OF MASTER TRUST AGREEMENT NOT OTHERWISE MODIFIED. Except as expressly modified or amended hereby, the Master Trust Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Master Trust Agreement and this Series 2025A Supplemental Trust Agreement, the terms hereof shall control.

SECTION 702. THIRD PARTY BENEFICIARIES. Nothing in this Series 2025A Supplemental Trust Agreement, express or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Series 2025A Supplemental Trust Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Series 2025A Supplemental Trust Agreement contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board. **[**INSURER SHORT NAME**]`** shall be deemed a third party beneficiary of the Trust Agreement and this Series 2025A Supplemental Trust Agreement.

SECTION 703. CONFIRMATION OF SECURITY TRANSACTIONS. The Board and Corporation acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Board or Corporation the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Board and Corporation specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Board and Corporation periodic cash transaction statements that include detail for all investment transactions made by the Trustee under the Trust Agreement.

SECTION 704. PATRIOT ACT OF REQUIREMENTS OF TRUSTEE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 705. COUNTERPARTS. This Series 2025A Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 706. HEADINGS. Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2025A Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 707. LAWS. This Series 2025A Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Series 2025A Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

(SEAL)

By: _____
President

ATTEST:

_____
Secretary/Treasurer

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessee

(SEAL)

By: _____
Chairman

ATTEST:

_____
Superintendent/Secretary

SCHEDULE 1

LETTER OF INSTRUCTIONS

The School Board of Manatee County, Florida
Bradenton, Florida

U.S. Bank Trust Company, National Association
Jacksonville, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re: $[PAR AMOUNT] Certificates of Participation (The School Board of Manatee County, Florida Master Lease Program), Series 2025A Evidencing an Undivided Proportionate Interest of Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

This letter of instructions is intended to set forth certain duties and requirements regarding the payment of rebatable arbitrage to the United States Treasury in compliance with Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent necessary to preserve the tax-exempt treatment of interest on the above-referenced Certificates of Participation (the "Series 2025A Certificates"). The instructions contained in this letter are based upon said Section 148(f) of the Code and, by analogy, to the Regulations. However, it is not intended to be exhaustive.

The Series 2025A Certificates have been issued pursuant to a Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, including, in particular, as amended and supplemented by the Series 2025A Supplemental Trust Agreement, dated as of [MONTH] 1, 2025 (collectively, the "Trust Agreement"), among U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), the Manatee School Board Leasing Corporation, a Florida not-for-profit corporation, as lessor (the "Corporation"), and The School Board of Manatee County, Florida, a school board of the State of Florida, as lessee (the "Board"). The Series 2025A Certificates represent undivided proportionate interests of Owners of the Series 2025A Certificates in the Basic Rent Payments to be made under a Master Lease-Purchase Agreement, dated as of

June 1, 1996, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2025A, dated as of **[**MONTH**]** 1, 2025 (collectively, the "Lease Agreement"), between the Corporation and the Board. Pursuant to an Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented by the Fourteenth Amendment to Assignment of Lease Agreement, dated as of **[**MONTH**]** 1, 2025, between the Corporation and the Trustee, the Corporation has assigned all of its rights, title and interest in and to the Lease Agreement (other than certain rights and obligations specifically excepted therein), including, without limitation, the right to receive the Basic Rent Payments, when due, to the Trustee for the benefit of the Owners of the Series 2025A Certificates.

Since the requirements of said Section 148(f) are subject to amplification and clarification, it may be necessary to supplement or modify the instructions contained in this letter from time to time to reflect any additional or different requirements of said Section and the Regulations or to specify that actions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exemption from federal income tax of the interest on the Series 2025A Certificates.

For purposes of this letter, any instructions relating to a fund, account or subaccount established under the Trust Agreement shall be deemed to apply only to that portion of such fund, account or subaccount allocable to the Series 2025A Certificates.

1. Tax Covenants. Pursuant to the Trust Agreement, the Corporation and the Board have made certain covenants designed to assure that the Interest Component of the Basic Rent Payments is and shall remain excludable from gross income for purposes of federal income taxation. In order to preserve this exemption neither the Corporation nor the Board should, directly or indirectly, use or permit the use of any proceeds of the Series 2025A Certificates or the Lease Payments or any other funds or take or omit to take any action that would cause the Series 2025A Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code or that would cause the Interest Component of the Basic Rent Payments to be subject to be included in gross income for federal income tax purposes under the provisions of the Code. The Board must comply with all other requirements as shall be determined by Special Counsel to be necessary or appropriate to assure that the Interest Component of the Basic Rent Payments will be excludable from gross income for purposes of federal income taxation. To that end, the Corporation and the Board shall comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2025A Certificates.

2. Definitions. Capitalized terms used in this letter, but not otherwise defined herein, shall have the same meanings set forth in Exhibit A to the Trust Agreement and in the Board's Certificate as to Arbitrage and Certain Other Tax Matters relating to the Series 2025A Certificates.

"Certificate Year" means any one-year period (or shorter period from the Issue Date) ending on the close of business on the day preceding the anniversary of the Issue Date; provided, however, that the Board may select any other day as the end of a Certificate Year if such selection is made prior to the earlier of the final maturity date of the Series 2025A Certificates or the fifth anniversary of the Issue Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Date" means each date selected by the Board as a computation date pursuant to Section 1.148-3(e) of the Regulations and the Final Computation Date.

"Fair Market Value" means, when applied to a Nonpurpose Investment, the Fair Market Value of such Investment as determined in accordance with Section 4 hereof.

"Final Computation Date" means the date the Series 2025A Certificates are discharged.

"Gross Proceeds" means, with respect to the Series 2025A Certificates:

(1) Amounts constituting Sale Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(2) Amounts constituting Investment Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(3) Amounts constituting Transferred Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(4) Other amounts constituting Replacement Proceeds of the Series 2025A Certificates (or the New Money Issue or the Refunding Issue).

(5) Amounts that constitute Pledged Moneys (as defined below) and that are derived directly or indirectly from the Board (or a governmental unit of which the Board is a part) or any other person who substantially benefits from the issuance of the Series 2025A Certificates.

"Investment Proceeds" means any amounts actually or constructively received from investing proceeds of the Series 2025A Certificates.

"Investment Property" shall have the meaning as ascribed to such term in Section 148(b)(2) of the Code, which includes any security, obligation or other property held principally as a passive vehicle for the production of income, within the meaning of Section 1.148-1(e) of the Regulations.

"Issue Date" means **[**CLOSING DATE**]**, 2025.

"Net Proceeds" means Sale Proceeds, less the portion of such Proceeds invested in a reasonably required reserve or replacement fund under the Code.

"Nonpurpose Investment" means any Investment Property in which Gross Proceeds are invested which is not an investment that is acquired to carry out the governmental purpose of the Series 2025A Certificates, e.g., obligations acquired with Gross Proceeds that are invested temporarily until needed for the governmental purpose of the Series 2025A Certificates, that are used to discharge a prior issue, or that are invested in a reasonably required reserve or replacement fund, as referenced in Section 1.148(b) of the Regulations.

"Nonpurpose Payments" shall include the payments with respect to Nonpurpose Investments specified in Section 1.148-3(d)(1)(i)-(v) of the Regulations.

"Nonpurpose Receipts" shall include the receipts with respect to Nonpurpose Investments specified in Section 1.148-3(d)(2)(i)-(iii) of the Regulations.

"Pledged Moneys" means moneys that are reasonably expected to be used directly or indirectly to pay debt service on the Series 2025A Certificates (or to reimburse a municipal bond insurer) or as to which there is a reasonable assurance that such moneys or the earnings thereon will be available directly or indirectly to pay debt service on the Series 2025A Certificates (or to reimburse a municipal bond insurer) if the Board encounters financial difficulties.

"Pre-Issuance Accrued Interest" means amounts representing interest that has accrued on an obligation for a period of not greater than one year before its issue date but only if those amounts are paid within one year after the Issue Date.

"Proceeds" means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Certificates.

"Qualified Administrative Costs" means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage and selling commissions that are comparable to those charged nongovernmental entities in transactions not involving tax-exempt bond proceeds, but not legal and accounting fees, recordkeeping, custody or similar costs. In addition, with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow, such costs will be considered reasonable if (1) the amount of the fee the Board treats as a Qualified Administrative Cost does not exceed the lesser of (a) $_____ (for calendar year 2025), and (b) 0.2% of the "computational base," or, if more, $5,000; and (2) the Board does not treat as Qualified Administrative Costs more than $_____ (for calendar year 2025) in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with Gross Proceeds of the issue. For purposes of this definition only, "computational base" shall mean with respect

to guaranteed investment contracts, the amount of Gross Proceeds the Board reasonably expects, as of the date the contract is acquired, to be deposited in the guaranteed investment contract over the term of the contract and for investments other than guaranteed investment contract, "computational base" shall mean the amount of Gross proceeds initially invested in such investments. The above- described safe harbor dollar amounts shall be increased each calendar year for cost-of-living adjustments pursuant to Section 1.148-5(e) of the Regulations.

"Rebatable Arbitrage" means, as of any Computation Date, the excess of the future value of all Nonpurpose Receipts over the future value of all Nonpurpose Payments.

"Rebate Fund" means the Rebate Fund established pursuant to the Trust Agreement and described in Section 3 hereof.

"Regulations" means Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1 and (d)-1, and 1.150-0 through 1.150-2, as amended, and any regulations amendatory, supplementary or additional thereto.

"Replacement Proceeds" means amounts that have a sufficiently direct nexus to the Series 2025A Certificates or to the governmental purpose of the Series 2025A Certificates to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Series 2025A Certificates were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date. The mere availability or preliminary earmarking of amounts for a governmental purpose, however, does not in itself establish a sufficient nexus to cause those amounts to be Replacement Proceeds. Replacement Proceeds include, but are not limited to, amounts held in a sinking fund or a pledged fund. For these purposes, an amount is pledged to pay principal of or interest on the Series 2025A Certificates if there is reasonable assurance that the amount will be available for such purposes in the event that the issuer encounters financial difficulties.

"Sale Proceeds" means any amounts actually or constructively received by the Board from the sale of the Series 2025A Certificates, including amounts used to pay underwriters' discount or compensation and interest other than Pre-Issuance Accrued Interest. Sale Proceeds shall also include, but are not limited to, amounts derived from the sale of a right that is associated with a Series 2025A Certificate and that is described in Section 1.148-4(b)(4) of the Regulations.

"Special Counsel" means Nabors, Giblin & Nickerson, P.A., Tampa, Florida or such other firm of nationally recognized bond counsel as may be selected by the Board.

"Tax-Exempt Investment" means (i) an obligation the interest on which is excluded from gross income pursuant to Section 103 of the Code, (ii) United States Treasury-State and Local Government Series, Demand Deposit Securities, and (iii) stock

in a tax-exempt mutual fund as described in Section 1.150-1(b) of the Regulations. Tax-Exempt Investment shall not include a specified private activity bond as defined in Section 57(a)(5)(C) of the Code. For purposes of these Rebate Instructions, a tax-exempt mutual fund includes any regulated investment company within the meaning of Section 851(a) of the Code meeting the requirements of Section 852(a) of the Code for the applicable taxable year; having only one class of stock authorized and outstanding; investing all of its assets in tax-exempt obligations to the extent practicable; and having at least 98 percent of (1) its gross income derived from interest on, or gain from the sale of or other disposition of, tax-exempt obligations or (2) the weighted average value of its assets represented by investments in tax-exempt obligations.

"Transferred Proceeds" shall have the meaning provided therefor in Section 1.148-9 of the Regulations.

"Universal Cap" means the value of all then outstanding Series 2025A Certificates.

"Value" (of a Series 2025A Certificate) means with respect to a Series 2025A Certificate issued with not more than two percent original issue discount or original issue premium, the outstanding principal amount, plus accrued unpaid interest; for any other Series 2025A Certificate, its present value.

"Value" (of an Investment) shall have the following meaning in the following circumstances:

(1) General Rules. Subject to the special rules in the following paragraph, an issuer may determine the value of an investment on a date using one of the following valuation methods consistently applied for all purposes relating to arbitrage and rebate with respect to that investment on that date:

(a) an investment with not more than two percent original issue discount or original issue premium may be valued at its outstanding stated principal amount, plus accrued unpaid interest on such date;

(b) a fixed rate investment may be valued at its present value on such date; and

(c) an investment may be valued at its Fair Market Value on such date.

(2) Special Rules. Yield restricted investments are to be valued at present value provided that (except for purposes of allocating Transferred Proceeds to an issue, for purposes of the Universal Cap and for investments in a commingled fund other than a bona fide debt service fund unless it is a certain commingled fund):

(a) an investment must be valued at its Fair Market Value when it is first allocated to an issue, when it is disposed of and when it is deemed acquired or deemed disposed of, and provided further that;

(b) in the case of Transferred Proceeds, the Value of a Nonpurpose Investment that is allocated to Transferred Proceeds of a refunding issue on a transfer date may not exceed the Value of that investment on the transfer date used for purposes of applying the arbitrage restrictions to the refunded issue.

"Yield" means, generally, the discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest on an obligation and all the payments for qualified guarantees paid and to be paid with respect to such obligation, produces an amount equal to the present value of the issue price of such obligation. Present value is computed as of the date of issue of the obligation. There are, however, many additional specific rules contained in the Regulations which apply to the calculation and recalculation of yield for particular obligations and such rules should be consulted prior to calculating the yield for the Series 2025A Certificates on any Computation Date. Yield shall be calculated on a 360-day year basis with interest compounded semi-annually. For this purpose, the purchase price of a Nonpurpose Investment or Tax-Exempt Investment is its Fair Market Value, as determined pursuant to Section 4 of this letter, as of the date that it becomes allocated to Gross Proceeds of the Series 2025A Certificates.

3. Payment of Rebatable Arbitrage. (a) In order to maintain the exemption from federal income tax of the Interest Component of the Basic Rent Payments, the Trustee, upon the written direction of the Board in accordance with Section 6.12 of the Trust Agreement, shall pay the Rebatable Arbitrage to the United States Government at the times and in the amounts determined herein from amounts on deposit in the Rebate Fund. For purposes of determining the Rebatable Arbitrage, the Board should cause the calculations to be made by competent tax counsel or other financial or accounting advisors or persons to ensure correct application of the rules contained in the Code and the Regulations relating to arbitrage rebate and, if the Board fails to retain such advisors for such purpose, the Trustee should retain such advisors for such purpose, but only at the expense of the Board.

(b) Within 30 days after any Computation Date, the Board must calculate or cause to be calculated the Rebatable Arbitrage or any penalty due pursuant to Section 3(d) below. The Board agrees to pay the Trustee the amount of the Rebatable Arbitrage for deposit to the Rebate Fund before the same must be remitted by the Trustee. Upon receipt of such Rebatable Arbitrage from the Board, but in no event later than 60 days following the Computation Date, the Trustee must remit (but only from amounts received from the Board) an amount which when added to the future value of previous rebate payments is not less than 90 percent (100 percent with respect to the Computation Date on the final repayment or retirement of the Series 2025A Certificates plus the income, if any, from the

investment of the Rebatable Arbitrage due to the United States Government after the final Computation Date) of the Rebatable Arbitrage.

Each payment must be accompanied by Internal Revenue Service Form 8038-T.

(c) The obligation to pay Rebatable Arbitrage to the United States, as described in this letter, shall be treated as satisfied with respect to the Series 2025A Certificates if (i) Gross Proceeds are expended for the governmental purpose of the Series 2025A Certificates by no later than the date which is six months after the Issue Date and if it is not anticipated that any other Gross Proceeds will arise during the remainder of the term of the Series 2025A Certificates and (ii) the requirement to pay Rebatable Arbitrage, if any, to the United States with respect to the portion of the Reserve Account allocable to the Series 2025A Certificates, if any, is met. For purposes described above, Gross Proceeds do not include (i) amounts deposited in a bona fide debt service fund, so long as the funds therein constitute bona fide debt service funds, or a reasonably required reserve or replacement fund (as defined in Section 1.148-1 of the Regulations and meeting the requirements of Section 1.148-2(f) of the Regulations), (ii) amounts that, as of the Issue Date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the date which is six months after the Issue Date, (iii) amounts representing Sale or Investment Proceeds derived from any Purpose Investment (as defined in Section 1.148-1 of the Regulations) and earnings on those payments, and (iv) amounts representing any repayments of grants (as defined in Section 1.148-6(d)(4) of the Regulations). If Gross Proceeds are in fact expended by such date, then, except as to amounts, if any, on deposit in the Reserve Account, Rebatable Arbitrage with respect to such Gross Proceeds need not be calculated and no payment thereof to the United States Department of Treasury need be made. Use of Gross Proceeds to redeem Series 2025A Certificates shall not be treated as an expenditure of such Gross Proceeds.

Notwithstanding the foregoing, if Gross Proceeds which were reasonably expected to be Gross Proceeds on the Issue Date actually become available after the date which is six months after the Issue Date, as determined by the Board, then the requirements described herein relating to the calculation of Rebatable Arbitrage and the payment thereof to the United States must be satisfied, except that no such calculation or payment need be made with respect to the initial six-month period. Any other amounts not described in this Section which constitute Gross Proceeds, other than a bona fide debt service fund, will be subject to rebate.

(d) As an alternative to Section 3(c) above, the obligation of the Board to pay Rebatable Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the New Money Issue if the Gross Proceeds are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 15% of such Gross Proceeds of the New Money Issue are spent within the six-month period beginning on the Issue Date;

(ii) at least 60% of such Gross Proceeds of the New Money Issue are spent within the 1-year period beginning on the Issue Date; and

(iii) at least 100% of such Gross Proceeds of the New Money Issue are spent within the 18-month period beginning on the Issue Date.

As set forth in Section 1.148-7(d)(2) of the Regulations, for purposes of the expenditure requirements set forth in this paragraph (d), 100% of the Gross Proceeds of the New Money Issue shall be treated as expended for the governmental purposes of the issue within the 18-month period beginning on the Issue Date if such requirement is met within the 30-month period beginning on the Issue Date and such requirement would have been met within such 18-month period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the New Money Issue). If Gross Proceeds are in fact expended by such dates, then Rebatable Arbitrage need not be calculated and no payment thereof to the United States Department of Treasury need be made. Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000. Use of Gross Proceeds to redeem the New Money Issue shall not be treated as an expenditure of such Gross Proceeds. For purposes of this paragraph (d), "Gross Proceeds" shall be modified as described in paragraph (c) above.

(e) As an alternative to subsection (d) above, the obligation to pay Rebatable Arbitrage to the United States, as described in this letter, is treated as satisfied with respect to the New Money Issue if the "Available Construction Proceeds" (as defined in Section 148(f)(4)(C)(vi) of the Code) are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 10% of such Available Construction Proceeds are spent within the six-month period beginning on the Issue Date;

(ii) at least 45% of such Available Construction Proceeds are spent within the 1-year period beginning on the Issue Date;

(iii) at least 75% of such Available Construction Proceeds are spent within the eighteen-month period beginning on the Issue Date; and

(iv) at least 100% of such Available Construction Proceeds are spent within the 2-year period beginning on the Issue Date.

For purposes of this Section 3(e), the term Available Construction Proceeds means the Net Proceeds of the New Money Issue, increased by earnings on the Net Proceeds, earnings on amounts in the Reserve Account to the extent that such amounts were not funded from proceeds of the New Money Issue, and earnings on all of the foregoing

earnings, and reduced by the amount, if any, of the Net Proceeds deposited to the Reserve Account and amounts used to pay issuance costs (including bond insurance premium).

As set forth in Section 148(f)(4)(C)(iii) of the Code, for purposes of the expenditure requirements set forth in this paragraph (e), 100% of the Available Construction Proceeds of the Series 2025A Certificates is treated as expended for the governmental purposes of the issue within the 2-year period beginning on the Issue Date if such requirement is met within the 3-year period beginning on the Issue Date and such requirement would have been met within such 2-year period but for a reasonable retainage (not exceeding 5% of the Available Construction Proceeds of the New Money Issue). Any failure to satisfy the final spending requirement shall be disregarded if the Board exercises due diligence to complete the project financed by the New Money Issue and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the New Money Issue or (ii) $250,000.

For purposes of Section 148(f)(4)(C)(vii) of the Code, in the event the Board fails to meet the expenditure requirements referred to above, the Board does not elect to pay, in lieu of the Rebatable Arbitrage otherwise required to be paid with respect to such Gross Proceeds, a penalty with respect to the close of each 6-month period after the Issue Date equal to 1.5% of the amount of the Available Construction Proceeds of the New Money Issue which, as of the close of such period, are not spent as required by the expenditure provisions set forth above. The penalty referred to above shall cease to apply only after the New Money Issue (including any refunding obligations issued with respect thereto) are no longer outstanding. The Board makes no election with respect to the above-described penalty.

In order to qualify for the exemption from the obligation to pay Rebatable Arbitrage to the United States pursuant to this paragraph (e), at least 75% of the Available Construction Proceeds of the New Money Issue must be used for construction expenditures with respect to property which is owned by a governmental unit or an organization described in Section 501(c)(3) of the Code (subject in all respects to the provisions of Section 142(b)(1)(B) of the Code). The term "construction" includes reconstruction and rehabilitation of existing property. If only a portion of an issue is to be used for construction expenditures, such portion and such other portion of such issue may, at the election of the Board, be treated as a separate issue for purposes of this subsection (e) (although the remaining portion may not be entitled to the benefits of paragraph 3(d) hereof.

(f) The Board and the Trustee should keep or cause to be kept proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Series 2025A Certificates, including moneys derived from, pledged to, or to be used to make payments on the Series 2025A Certificates. Such records shall, at a minimum, be sufficient to enable the Board to calculate the Rebatable Arbitrage and, if necessary, shall specify the account or fund to which each investment (or portion thereof) is to be allocated

and shall set forth, in the case of each investment security, (i) its purchase price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the amount received at maturity or its sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, and (v) the dates of acquisition and disposition or maturity.

4. Market Price Rules. Except as provided below, the Board agrees to comply with the requirements relating to the "Fair Market Value" of acquired Nonpurpose Investments, as defined in Section 1.148-5(d) of the Regulations ("Fair Market Value"). All investments required to be made pursuant to this letter shall be made to the extent permitted by law. In this regard, the Board agrees, among other things, that it will not acquire or cause to be acquired a Nonpurpose Investment (or any other investment acquired with Gross Proceeds or on deposit in the Rebate Fund), for a price in excess of its Fair Market Value or sell any such investment at a price (determined without any reduction for transaction costs) less than its Fair Market Value, except as provided below. For this purpose, the following rules shall apply:

(a) Established securities markets. Except as otherwise provided below, any market especially established to provide a security or obligation to an issuer of municipal obligations shall not be treated as an established market and shall be rebuttably presumed to be acquired or disposed of for a price that is not its Fair Market Value.

(b) Arm's-length price. Any transaction in which a Nonpurpose Investment is directly purchased with Gross Proceeds, or in which a Nonpurpose Investment allocable to Gross Proceeds is disposed of, shall be undertaken in a bona fide arm's-length manner, and no amount shall be paid to reduce the yield on the Nonpurpose Investment.

(c) Safe harbor for establishing Fair Market Value for guaranteed investment contracts and Nonpurpose Investments purchased for a yield restricted defeasance escrow. In the case of a guaranteed investment contract or Nonpurpose Investments purchased for a yield restricted defeasance escrow, the purchase price shall not be considered to be an arm's-length price unless all the following conditions are met:

(i) The Board makes a bona fide solicitation ("Bona Fide Solicitation") for the purchase of the investment that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers;

(2) The bid specifications include all terms of the bid that may directly or indirectly affect the yield or the cost of the investment;

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential

provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Board or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Board or any other person for purposes of satisfying these requirements;

(4) The terms of the bid specifications are such that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the investment (e.g., for solicitations of Nonpurpose Investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the Board reasonably requires);

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Board's reasonably expected deposit and draw down schedule for the amounts to be invested;

(6) All potential providers have an equal opportunity to bid (e.g., no potential provider is given the opportunity to review other bids before providing a bid); and

(7) At least three providers are solicited for bids that have an established industry reputation as a competitive provider of the type of investments being purchased.

(ii) The bids received by the Board must meet all of the following requirements:

(1) The Board receives at least three bids from providers that the Board solicited under a Bona Fide Solicitation and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (c)(ii)(1) above is from a provider that has an established industry reputation as a competitive provider of the type of investments being purchased; and

(3) If the Board uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(iii) The winning bid must meet the following requirements:

(1) *Guaranteed investment contracts*. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) *Other Nonpurpose Investments*. If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest bid is either the lowest cost bid for the portfolio or, if the Board compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Board from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting these requirements is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. If such State and Local Government Series Securities are not available for purchase on the day that bids are required to be submitted because sales of those securities have been suspended, the cost comparison described in this paragraph is not required.

(iv) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay) to Third parties in connection with supplying the investment.

(d) The Board shall retain certificates and records documenting compliance with the above requirements until three years after the last outstanding Series 2025A Certificate is redeemed including, but not limited to, the following:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of Nonpurpose Investments other than guaranteed investment contracts, the purchase agreement or confirmation;

(ii) The receipt or other record of the amount actually paid by the Board for the investments, including a record of any administrative costs paid by the Board and the certification required in paragraph (c)(iv) above;

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results;

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and

(v) For purchase of Nonpurpose Investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted.

Certificates in substantially the forms of subparagraphs (iv) and (v) above must be obtained to evidence the foregoing.

5. Records. The Board and the Trustee should retain all records with respect to the calculations required by this letter for at least six years after the date on which the last of the principal of and interest on the Series 2025A Certificates has been paid, whether upon maturity, redemption, defeasance or acceleration thereof.

6. Modification Upon Receipt of Special Counsel Opinion. Notwithstanding any provision of this letter, if the Board and the Trustee shall receive an opinion of Special Counsel that any specified instructions set forth in this letter are no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of the Interest Component of the Basic Rent Payments, the Board and the Trustee may conclusively rely on such opinion in complying with the requirements of this letter and the instructions contained in this letter shall be deemed to be modified to that extent. The provisions of this and the instructions contained in this letter may be amended or modified in any manner which is necessary to comply with such regulations as may be promulgated by the United States Treasury Department from time to time.

7. Accounting for Gross Proceeds. In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the Board must adopt reasonable and consistently applied methods of accounting for all Gross Proceeds. Appendix I hereto sets

forth a description of the required allocation and accounting rules with which the Board agrees to comply.

8. Administrative Costs of Investments. Except as otherwise provided in this Section 8, an allocation of Gross Proceeds to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Board such as employee salaries and office expenses and costs associated with computing Rebatable Arbitrage are not Qualified Administrative Costs.

Allocation and accounting rules are provided in Appendix I attached hereto.

9. Board Obligations. Except for any Rebatable Arbitrage which accrues prior to the date of termination of the Lease, the Board shall have no further obligations hereunder subsequent to the termination of the Lease Agreement.

[Signature page to follow]

10. Trustee Obligations. Except for matters set forth in Sections 3(a), (b) and (f) hereof and Section 6.12 of the Trust Agreement, the parties hereto agree that the Trustee shall have no further obligations hereunder or under the Trust Agreement relating to the matters set forth in this letter.

Respectfully submitted,

NABORS, GIBLIN & NICKERSON, P.A.

Acknowledged:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

By: _____
Assistant Vice President

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

APPENDIX I

ALLOCATION AND ACCOUNTING RULES

(a) General Rule. Any issuer may use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments and expenditures of an issue. An accounting method is "consistently applied" if it is applied uniformly within a Fiscal Period (as hereinafter defined) and between Fiscal Periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

(b) Allocation of Gross Proceeds to an Issue. Amounts are allocable to only one issue at a time as Gross Proceeds. Amounts cease to be allocated to an issue as Proceeds only when those amounts (i) are allocated to an expenditure for a governmental purpose; (ii) are allocated to Transferred Proceeds of another issue of obligations; or (iii) cease to be allocated to that issue at retirement of the issue or under the Universal Cap.

(c) Allocation of Gross Proceeds to Investments. Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue are not allocated to a payment for that Nonpurpose Investment in an amount greater than, or to a receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment as of the purchase or sale date. The Fair Market Value of a Nonpurpose Investment is adjusted to take into account Qualified Administrative Costs allocable to the investment. Thus, Qualified Administrative Costs increase the payments for, or decrease the receipts from, a Nonpurpose Investment.

(d) Allocation of Gross Proceeds to Expenditures. Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include a "specific tracing" method, a "gross-proceeds-spent-first" method, a "first-in-first-out" method or a ratable allocation method, so long as the method used is consistently applied. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than five banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made.

(e) Commingled Funds. Any fund or account that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of the funds deposited therein, constitutes a "commingled fund." All payments and receipts (including deemed payments and receipts) on investments held by a commingled fund must be allocated (but not necessarily distributed) among each different source of funds invested in the commingled fund in accordance with a consistently applied, reasonable ratable allocation method. Reasonable ratable allocation methods include, without limitation, methods that allocate payments and receipts in proportion to either (i) the average daily balances of the amounts in the commingled fund from each different source of funds during any consistent time period within its fiscal year, but at least quarterly

(the "Fiscal Period"); or (ii) the average of the beginning and ending balances of the amounts in the commingled fund from each different source of funds for a Fiscal Period that does not exceed one month.

Funds invested in the commingled fund may be allocated directly to expenditures for governmental purposes pursuant to a reasonable consistently applied accounting method. If a ratable allocation method is used to allocate expenditures from the commingled fund, the same ratable allocation method must be used to allocate payments and receipts on investments in the commingled fund.

Generally, a commingled fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or on the last day of each Fiscal Period. The net gains or losses from these deemed sales of investments must be allocated to each different source of funds invested in the commingled fund during the period since the last allocation. This mark-to-market requirement does not apply if (i) the remaining weighted average maturity of all investments held by a commingled fund during a particular fiscal year does not exceed 18 months, and the investments held by the commingled fund during that fiscal year consist exclusively of obligations; or (ii) the commingled fund operated exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the same issuer. Subject to the Universal Cap limitation, and the principle that amounts are allocable to only one issue at a time as Gross Proceeds, investments held by a commingled fund must be allocated ratably among the issues served by the commingled fund in proportion to either (i) the relative values of the bonds of those issues; (ii) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (iii) the relative original stated principal amounts of the outstanding issues.

(f) Universal Cap. Amounts that would otherwise be Gross Proceeds allocable to an issue are allocated (and remain allocated) to the issue only to the extent that the Value of the Nonpurpose Investments allocable to those Gross Proceeds does not exceed the Value of all outstanding bonds of the issue. Nonpurpose Investments allocated to Gross Proceeds in a bona fide debt service fund for an issue are not taken into account in determining the Value of the Nonpurpose Investments, and those Nonpurpose Investments remain allocated to the issue. To the extent that the Value of the Nonpurpose Investments allocable to the Gross Proceeds of an issue exceed the Value of all outstanding bonds of that issue, an issuer should seek the advice of Bond Counsel for the procedures necessary to comply with the Universal Cap.

(g) Expenditure for Working Capital Purposes. Subject to certain exceptions, the Proceeds of an issue may only be allocated to "working capital expenditures" as of any date to the extent that those expenditures exceed "available amounts" as of that date (i.e., "proceeds-spent-last").

For purposes of this section, "working capital expenditures" include all expenditures other than "capital expenditures." "Capital expenditures" are costs of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal income tax principles. Such costs include, for example, costs incurred to acquire, construct or improve land, buildings and equipment having a reasonably expected useful life in excess of one year. Thus, working capital expenditures include, among other things, expenditures for current operating expenses and debt service.

For purposes of this section, "available amount" means any amount that is available to an issuer for working capital expenditure purposes of the type financed by the issue. Available amount excludes Proceeds of the issue but includes cash, investments and other amounts held in accounts or otherwise by an issuer for working capital expenditures of the type being financed by the issue without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Notwithstanding the preceding sentence, a "reasonable working capital reserve" is treated as unavailable. A working capital reserve is reasonable if it does not exceed five percent of the actual working capital expenditures of an issuer in the fiscal year before the year in which the determination of available amounts is made. For purpose of the preceding sentence only, in determining the working capital expenditures of an issuer for a prior fiscal year, any expenditures (whether capital or working capital expenditures) that are paid out of current revenues may be treated as working capital expenditures.

The proceeds-spent-last requirement does not apply to expenditures to pay (i) any Qualified Administrative Costs; (ii) fees for qualified guarantees of the issue or payments for a qualified hedge for the issue; (iii) interest on the issue for a period commencing on the Issue Date and ending on the date that is the later of three years from the Issue Date or one year after the date on which the financed project is placed in service; (iv) the United States for yield reduction payments (including rebate payments) or penalties for the failure to meet the spend down requirements associated with certain spending exceptions to the rebate requirement; (v) costs, other than those described in (i) through (iv) above, that do not exceed five percent of the Sale Proceeds of an issue and that are directly related to capital expenditures financed by the issue (e.g., initial operating expenses for a new capital project); (vi) principal or interest on an issue paid from unexpected excess sale or Investment Proceeds; (vii) principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a bona fide debt service fund; and (viii) principal, interest or redemption premium on a prior issue and, for a crossover refunding issue, interest on that issue. Notwithstanding the preceding paragraph, the exceptions described above do not apply if the allocation merely substitutes Gross Proceeds for other amounts that would have been used to make those expenditures in a manner that gives rise to Replacement Proceeds.

EXHIBIT C

FORM OF GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
as Lessor

and

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessee

Dated as of [MONTH] 1, 2025

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GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as this "Ground Lease") is made and entered into as of **[**MONTH**]** 1, 2025, by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a school board duly organized and existing under the laws of the State of Florida (the "Board"), as lessor, acting as the governing body of the School District of Manatee County, Florida, and the **MANATEE SCHOOL BOARD LEASING CORPORATION**, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, having an office in Bradenton, Florida (the "Corporation"), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A to the Master Trust Agreement, dated as of June 1, 1996, as amended and supplemented, particularly as amended and supplemented by the Series 2025A Supplemental Trust Agreement, dated as of **[**MONTH**]** 1, 2025.

WHEREAS, the Board is the owner of certain parcels of real property located in Manatee County, Florida and described in Exhibit A hereto (which, together with any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land by reason of ownership of such land and together with all parcels of real property hereunder made subject to the Ground Lease, is hereinafter referred to as the "Premises"); and

WHEREAS, the Corporation desires to acquire a leasehold interest in the Premises and construct thereon certain educational facilities (together with the acquisition of certain Equipment, the "Series 2025A Project") and to lease the Series 2025A Project, including a sublease of the Premises, to the Board, all in accordance with the terms and provisions of the Lease Agreement; and

WHEREAS, the Corporation desires to locate each of such educational facilities on the real property comprising the Premises; and

WHEREAS, the Board owns that certain real property more particularly described on Exhibit B attached hereto and made a part hereof ("Servient Property") which such Servient Property now has or will hereafter have certain buildings, structures and improvements erected and situated thereon (collectively, the "Servient Buildings"); and

WHEREAS, it is anticipated that the Series 2025A Project may be attached to the Servient Property for pedestrian and vehicular ingress, egress and access to and from and between the Premises and the public roads adjoining the Servient Property (hereinafter referred to as "Access"); and may further be dependent upon the Servient Property for utility and other enjoyment of the Premises which such services include, but are not necessarily limited to, drainage, sewer and water service, electric and telephone service, gas service and parking of vehicles (collectively, the "Services"); and

WHEREAS, the Corporation desires to acquire from the Board, pursuant to this Ground Lease, and the Board is willing to grant to the Corporation, the right to utilize the Servient Property to the extent reasonably necessary for Access and for the Services and the Corporation and the Board desire to provide for the structural attachment of certain of the components of the Series 2025A Project to the Servient Buildings;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the parties hereto agree as follows;

SECTION 1. LEASED PREMISES. (a) Pursuant to the terms and provisions hereof, the Board hereby leases, grants, demises and transfers the Premises to the Corporation. The Board hereby agrees to make all parcels of real property on which the Series 2025A Project is sited part of the Premises and subject to this Ground Lease. The Board shall execute, deliver and record one or more supplements to the Ground Lease upon acquisition of each such parcel.

(b) The aforesaid leasing, granting, demising and transfer of the Premises also includes the following rights ("Premises Rights") which such Premises Rights shall be deemed to be a part of the premises:

(i) The right to utilize the Servient Property for Access and for the Services reasonably necessary to the full use and enjoyment of the Premises; provided that the locations on the Servient Property utilized for such purposes shall be reasonably agreed upon by the Corporation and the Board; and provided, further, that the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for such purposes any portion of the Servient Property (e.g., the Servient Property Rights shall include, but not necessarily be limited to, the right to utilize for appropriate purposes, any drives, parking areas, drainage facilities or sewer, water, gas, electric or telephone lines from time to time located upon the Servient Property, together with the right to "tie-in" or "connect" thereto). If the Lease Agreement terminates prior to the termination of this Ground Lease, the Corporation and the Board shall each have the right to install such meters or submeters as may be reasonably appropriate to the end that the Corporation is charged for consumption of such utilities on the Premises.

(ii) The Servient Buildings and the Series 2025A Project may contain certain elements, features or parts which are structural elements of both the Servient Buildings and the Series 2025A Project (hereinafter referred to as "Common Structural Elements"). Such Common Structural Elements include, but are not necessarily limited to the following:

(A) All utility lines, ducts, conduits, pipes and other utility fixtures and appurtenances which are located on or within either the Premises or the Series 2025A Project on the one hand or the Servient Property or Servient

Buildings on the other hand and which, directly or indirectly, in any way, service the other.

(B) All division walls (hereinafter referred to as "Party Walls") between the Series 2025A Project and the Servient Buildings upon the common line between the Premises and the Servient Property (hereinafter referred to as the "Lot Line") provided that the mere fact that such a division wall is found not to be on the Lot Line shall not preclude that division wall from being the Party Wall.

(C) The roof and all roof support structures and any and all appurtenances to such roof and roof support structures including, without limitation, the roof covering, roof trim and roof drainage fixtures (collectively, the "Roofing") to the extent interrelated between the Series 2025A Project and the Servient Buildings. Should the Roofing of any building constituting a portion of the Project extend beyond the Lot Line, the right therefor is hereby granted and should the Roofing of the Servient Building extend beyond the Lot Line onto the premises, the right therefor is hereby reserved.

(D) The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto to the extent interrelated between the Series 2025A Project and the Servient Buildings (collectively referred to as "Flooring"). Should the Flooring of the Series 2025A Project extend beyond the Lot Line onto the Premises, the right therefor is hereby reserved.

(iii) The Premises Rights further include that right of the Series 2025A Project to encroach upon the Servient Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching Series 2025A Project shall remain undisturbed for as long as same exists and, for so long as such encroachment exists, that portion of the Servient Property on which same exists shall be deemed to be a part of the Premises. In addition, the Premises Rights include the right to utilize that portion of the Servient Property as may be reasonably necessary in order to maintain and repair the Series 2025A Project. The Premises Rights further include cross rights of support and use over, upon, across, under, through and into Common Structural Elements in favor of the Corporation (and like rights are hereby reserved unto the Board) for the continued use, benefit and enjoyment and continued support, service, maintenance and repair of all such Common Structural Elements.

(c) Subject to the Permitted Encumbrances, the Board hereby warrants that (i) the Board owns the Premises in fee simple title, has full and insurable title to the fee estate in the Premises and owns unencumbered all such right, title and interest; (ii) all consents

to or approvals of this Ground Lease required by law or any agreements or indentures binding upon the Board have been obtained; (iii) the Board has the right to lease the Premises to the Corporation pursuant to the terms and provisions hereof and to grant to the Board the Premises Rights; and (iv) this Ground Lease complies with all the requirements and restrictions of record applicable to the Premises and the Servient Property. The Board represents and warrants that none of the Permitted Encumbrances has an adverse effect on the use of the Premises or the enjoyment of the leasehold estate therein created under this Ground Lease.

SECTION 2. TERM. The initial term of this Ground Lease (the "Initial Ground Lease Term") shall be for the period commencing on the Commencement Date, and ending on the earlier of (a) the date on which the Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project, have been paid or provision for payment of such Certificates has been made pursuant to Section 12.01 of the Trust Agreement **[**and any amounts payable to the Credit Enhancer for the Insured Series 2025A Certificates**]** and any Supplemental Rent arising under the Lease Agreement shall have been paid or provided for, or (b) July 1, 20__ (both dates inclusive). As used herein, the expression "term hereof," "Ground Lease Term" or any similar expression refers collectively to the Initial Ground Lease Term and to any renewals of the Initial Ground Lease Term exercised by the Corporation or its assignee as provided in Section 22 hereof.

SECTION 3. USE OF PREMISES. (a) It is the express intent of the parties hereto that, for as long as no Event of Default or Event of Non-Appropriation under the Lease Agreement has occurred:

(i) the Premises shall be used by the Corporation as the site for acquisition, construction and installation of the Buildings comprising a portion of the Series 2025A Project;

(ii) the Buildings and Equipment comprising a portion of the Series 2025A Project shall be acquired, constructed and installed by the Board as agent for the Corporation as provided in Section 3.08 of the Lease Agreement; and

(iii) title to the Premises shall be in the Board upon commencement of the Ground Lease Term and title to all components of the Series 2025A Project, other than Designated Equipment, shall be in name of Corporation pursuant to the Lease Agreement, and title to the Buildings comprising a portion of the Series 2025A Project, other than Designated Equipment, constructed on the Premises shall remain severed from title to the Premises until the earlier of (A) the date on which the Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project shall no longer be Outstanding, or (B) the end of the Ground Lease Term.

(b) If the Lease Agreement has been terminated, the Corporation and each Permitted Transferee (as defined in Section 9(b) hereof) may use the Premises for any lawful purpose, in its sole discretion, and may alter, modify, add to or delete from the portions of the Series 2025A Project existing from time to time on the Premises.

(c) Neither the Corporation nor any Permitted Transferee shall use or permit the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

(d) The Board may at any time place portable educational facilities on the Premises. Such portables shall be owned by the Board.

SECTION 4. RENTAL. (a) So long as the Lease Agreement has not been terminated, the Corporation or its assignee shall pay to the Board as and for rental for the Premises the sum of ten dollars ($10.00) per annum, which sum shall be due in advance on the Commencement Date (prorated) and annually thereafter on the first day of each Renewal Lease Term.

(b) From and after the date on which the Lease Agreement has been terminated, the Corporation or its assignee shall pay as and for rental for the Premises an amount determined by an M.A.I. appraisal to be the fair market rental for the Premises (the "Appraisal"), which Appraisal shall be prepared by an appraiser selected by the Corporation (with the consent of the Trustee as assignee of the Corporation and the consent of the Credit Enhancer); provided, however, that such fair market rental and the payment thereof shall be subject to the following adjustments and conditions:

(i) if the Lease Agreement has been terminated on a date other than June 30 of any year, the fair market rental determined pursuant to the Appraisal shall be prorated for the number of days between the date terminated and the next succeeding June 30;

(ii) for each twelve-month period beginning on the July 1 next succeeding the date on which terminated and beginning on each succeeding July 1, the amount of the fair market rental determined by the Appraisal shall be adjusted by the percentage (positive or negative) which is equal to the Implicit Price Deflator of the Consumer Price Index published by the United States Department of Commerce for the region of the United States where Florida is located or for the United States as a whole if not so published for such region;

(iii) the fair market rental due in any year shall be paid in the current year only to the extent that the moneys received by the Trustee as assignee of the Corporation from the exercise of the remedies permitted under the Lease Agreement during the preceding twelve months prior to such July 1 exceeded the Principal and Interest Requirements for such preceding twelve months and other amounts payable

under the Lease Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future years to the extent that moneys received in such year from the exercise of the remedies permitted by the Lease Agreement exceed the Principal and Interest Requirements and the fair market rental due in such years; and

(iv) the failure to pay any portion of the fair market rental in any year due to insufficiencies of moneys realized from the exercise of the remedies permitted under the Lease Agreement (A) shall not give rise to any obligation to pay interest on such unpaid fair market rental, and (B) shall not constitute a default under this Ground Lease by the Corporation or the Trustee as the assignee of the Corporation.

SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES. (a) The Corporation or its assignee shall at all times during the Ground Lease Term have a leasehold estate in the Premises with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee.

(b) Possession and use of the Premises, together with all improvements thereon, shall, upon the last day of the Ground Lease Term or earlier termination of this Ground Lease, automatically revert to the Board free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of this Ground Lease, the Corporation or its assignee shall peaceably and quietly surrender to the Board the Premises together with any improvements located in or upon the Premises. Upon such surrender of the Premises, the Corporation or any Permitted Transferee, at the reasonable request of the Board, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the Board all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Premises and the improvements thereon in the possession of the Corporation or any Permitted Transferee.

(c) Any personal property of the Corporation, any Permitted Transferee or any Person which shall remain on the Premises after expiration or earlier termination of the Ground Lease Term and for sixty (60) days after request by the Board for removal, shall, at the option of the Board, be deemed to have been abandoned and may be retained by the Board and the same may be disposed of, without accountability, in such manner as the Board may see fit.

(d) If the Corporation or any Permitted Transferee holds over or refuses to surrender possession of the Premises after expiration or earlier termination of this Ground Lease, the Corporation or any Permitted Transferee shall be a tenant at sufferance and shall pay a rental rate equal to the fair market rental of the Premises determined in the manner provided in Section 4(b) hereof.

(e) The provisions of Sections 5(a), 5(b) and 5(c) hereof shall not apply to vending machines or other commercial equipment or trade fixtures located in or about the Premises to the extent that such equipment is readily removable from the Premises without causing material harm or damage thereto and that such equipment is not owned by the Corporation or any Permitted Transferee.

SECTION 6. BOARD'S INTEREST NOT SUBJECT TO CERTAIN LIENS. It is mutually intended, stipulated and agreed that neither the fee simple title (to the extent applicable) to nor any interest of the Board in the Premises or the Series 2025A Project may be subject to liens of any nature arising by reason of any act or omission of the Corporation or its assignee or any Person claiming under, by or through the Corporation, including, but not limited to, construction, mechanics' and materialmen's liens.

SECTION 7. INSURANCE. The Corporation covenants and agrees with the Board that the Corporation will cooperate with the Board in providing any information necessary for the Board to obtain and maintain in full force and effect insurance coverages desired by the Board or required by the Lease Agreement.

SECTION 8. CONDITION OF PREMISES, UTILITIES, CONCEALED CONDITIONS. (a) Except with regard to any environmental conditions and subject to the provisions of this Section 8, the Corporation agrees to accept the Premises in their presently existing condition, "as is."

(b) It is understood and agreed that the Board has determined that the Premises will safely or adequately support the Series 2025A Project, and hereby certifies same to the Corporation.

(c) The Board, at its sole expense, shall bring or cause to be brought to the Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Premises water service and capacity sufficient for operation, heating, ventilation and air conditioning equipment, and to the extent necessary to permit the Board to use the Series 2025A Project for the purposes intended or to permit such Series 2025A Project to comply with all requirements of law, the Corporation will provide and construct (but only to the extent of the proceeds of the Series 2025A Certificates or any Completion Certificates related to the Series 2025A Project available therefor) such roads, streets, sidewalks and other methods of ingress and egress necessary therefor. Nothing herein shall prohibit the Board from dedicating any such utilities or roads, streets and sidewalks to the appropriate governmental authority or duly constituted investor-owned utility as required or permitted by law, and the Corporation or the Trustee as assignee of the Corporation shall cooperate in such dedication by executing any deeds or other instruments required to effect such dedication.

SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING. (a) If the Lease Agreement has been terminated and subject to the terms and conditions herein provided, the Corporation may enter into a mortgage or mortgages of its leasehold interest created hereby in the Premises as security for the performance of its obligations under any financing obtained by the Corporation; provided, however, the fee title to the Premises shall not be subject to, or otherwise encumbered by, any such mortgage; provided, however, that each such leasehold mortgage shall be subject to the provisions of Section 9(d) hereof. Any such mortgage executed by the Corporation or its assignee pursuant to the provisions of the preceding sentence shall be hereinafter called a "Leasehold Mortgage" and the holder of any such mortgage shall be hereinafter called the "Leasehold Mortgagee."

(b) Except as expressly provided in this Section 9(b), the Corporation or its assignee shall not assign this Ground Lease, or any portion hereof, or sublease all or any portion of the Premises at any time. Except as expressly permitted in this Section 9(b), any purported assignment, partial assignment or sublease without the Board's prior written consent in violation of this Section 9(b) shall be null and void. So long as the Lease Agreement has not been terminated, (i) the Corporation may assign this Ground Lease to the Trustee for the benefit of the Owners of the Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project, and (ii) the Corporation shall sublet all of the Premises to the Board (the "Initial Sublessee") under the Lease Agreement. If the Lease Agreement shall have been terminated, the Corporation or its assignee may sublet the Premises or assign its interest in this Ground Lease (a "Permitted Sublease") to any Person for any lawful purpose without the prior consent of the Board; provided, however, that no Permitted Sublease shall relieve the Corporation of any of its duties or obligations hereunder without the prior written consent of the Board; provided, however, that each Permitted Sublease shall be subject to the provisions of Section 9(d) hereof. "Permitted Transferee" shall mean a sublessee or assignee permitted by this Section 9(b).

(c) If the Lease Agreement shall have been terminated and the Corporation or its assignee proposes to create a Permitted Sublease of any portion of its interest in this Ground Lease, the Corporation or its assignee shall provide written notice thereof to the Board containing the names and addresses of the proposed assignee(s), sublessee(s) or transferee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of any Permitted Sublease to a Permitted Transferee.

(d) If the Lease Agreement shall have been terminated, nothing herein shall prevent the Corporation or its assignee from entering into a Leasehold Mortgage or a Permitted Sublease for individual parcels of land constituting the Premises. It shall not be necessary for a Leasehold Mortgage or a Permitted Sublease to cover all of the Premises.

SECTION 10. UTILITY EASEMENTS. So long as the Lease Agreement has not been terminated, the Board reserves the right to grant nonexclusive utility

easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Premises but only to the extent reasonably necessary to provide services to the Premises or any other real property adjacent to the Premises; provided, however, that such grant and any use permitted thereby is not detrimental to the use or operation of the Premises or to any other uses permitted hereunder after the Ground Lease Term, will not impose any cost upon the Corporation or its assignee, will not weaken, diminish or impair lateral or subjacent support to the improvements to the Premises, including, without limitation the Series 2025A Project, will not impair or diminish the security of any Leasehold Mortgagee or Permitted Transferee hereunder and the Board agrees to indemnify and save harmless, but only from Available Revenues, the Corporation or its assignee and any Leasehold Mortgagee and Permitted Transferee (whether the interest of such party in the Premises arises prior or subsequent to such grants) against any loss, claim, liability or damages, including legal costs and defense arising or accruing from the use or exercise of such easement.

SECTION 11. DUTIES DEEMED PERFORMED. All obligations of the Corporation hereunder which are assumed by the Initial Sublessee shall be deemed, as between the Board and the Corporation hereunder, fully performed whether or not such Initial Sublessee actually performs same.

SECTION 12. TAXES AND FEES. (a) The Board represents and warrants that this Ground Lease is and will be exempt from ad valorem and intangible taxation. However, for as long as the Lease Agreement is in effect, should the Premises thereon or any interest therein ever become subject to any such taxes, the Board agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Premises or the Series 2025A Project, or any interest in this Ground Lease, or any possessory right which the Corporation or its assignee may have in or to the Premises thereon by reason of its use or occupancy thereof or otherwise.

(b) Notwithstanding the foregoing provision, either the Board or the Corporation shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the Board may refrain from paying such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings.

(c) In the event that the Board shall fail to pay any of the items required under this Section 12, the Corporation or its assignee may, at its sole option, pay the same and any amounts so advanced therefor by it shall become an additional obligation of the Board and Supplemental Rent under the Lease Agreement.

SECTION 13. DEFAULT BY THE CORPORATION. (a) Each of the following events shall be deemed a default by the Corporation hereunder and a breach of this Ground Lease:

(i) If the Corporation or its assignee shall fail to pay, when due, any rent or portion thereof, or any other sum, if any, which the Corporation or its assignee is obligated to pay under the terms and provisions of this Ground Lease, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to the Corporation from the Board;

(ii) If the Corporation or its assignee shall attempt to mortgage the leasehold estate hereby created in violation of Section 9(a) hereof or to assign this Ground Lease, or any portion thereof, or to sublease any portion of the Premises in violation of Section 9(b) hereof; or

(iii) If the Corporation or its assignee shall use the Premises for any purposes not permitted by this Ground Lease, and such use shall continue for a period of thirty (30) days after the Board shall have given written notice to the Corporation or its assignee to desist from such use.

(b) In the event that the item of default set forth in Section 13(a)(iii) above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Corporation shall have such additional time as is reasonably necessary to cure such default provided that such Corporation diligently commences the curing of such default within such time and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event that any Permitted Transferee or Leasehold Mortgagee exists of record at the time that a default occurs hereunder, the Board shall give notice thereof to each such Permitted Transferee and Leasehold Mortgagee and each such party shall have thirty (30) additional days from receipt of such notice to cure such default; provided, however, that if the default is of such a nature that the same cannot be cured in such time, then such party shall have such additional time as is reasonably necessary to cure such default provided that such party diligently commences the curing of such default within such time and proceeds completely to cure same within a timely and diligent manner.

SECTION 14. REMEDIES OF BOARD. Upon the occurrence of any event of default as set forth in Section 13 hereof which has not been cured (and is not in the process of being cured) under Section 13(b) or 13(c) hereof, but not otherwise, the Board may take whatever action at law or in equity may appear necessary or desirable to enforce its rights hereunder; provided, the Board shall not have the right to terminate this Ground Lease until such time as the Series 2025A Certificates (including any amounts payable to **[**INSURER SHORT NAME**]**) and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project have been paid or provision for payment thereof has been made pursuant to the terms and provisions of the Trust Agreement. The

Board shall have recourse solely against the leasehold estate of the Corporation or its assignee in the Premises, and any proceeds thereof, for the payment of any liabilities of the Corporation or its assignee hereunder.

SECTION 15. NO WAIVERS. No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Ground Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other party hereto. No delay, failure or omission of the Board to re-enter the Premises, nor by either party hereto to exercise any right, power, privilege or option arising from any default shall impair any right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by either party hereto shall be required to restore or revive time as being of the essence hereof after waiver by the Board of default in one or more instances. No option, right, power, remedy or privilege of the Board shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

SECTION 16. QUIET ENJOYMENT. The Board agrees that the Corporation and any Permitted Transferee, upon the payment of the rent and all other payments and charges, if any, to be paid by the Corporation or its assignee under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Ground Lease, without hindrance or molestation from the Board or anyone claiming by, through or under the Board.

SECTION 17. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

SECTION 18. CONDEMNATION. In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Ground Lease acquire title to the Premises:

(a) For as long as the Lease Agreement has not been terminated, the Net Proceeds resulting therefrom shall be applied pursuant to the Lease Agreement.

(b) If the Lease Agreement shall have been terminated, (i) if such Person acquires title to such substantial portion thereof that the Corporation determines that it cannot economically make use of the residue for the lawful purposes intended by this Ground Lease, such acquisition of title shall terminate this Ground Lease, effective as of the date on which the condemning party takes possession thereof, and the Net Proceeds

resulting therefrom shall be applied first to payment of the amount secured by any Leasehold Mortgage then outstanding hereunder, second, to payment, on a proportionate basis, of any outstanding Series 2025A Certificates and any Completion Certificates and/or Refunding Certificates related to the Series 2025A Project and, third, the balance, if any shall be paid to the Board and the Corporation, as their respective interests may appear; and (ii) if such Person acquires title to a portion of the Premises only, and the Corporation determines that it can economically make beneficial use of the residue thereof for the lawful purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the Board and the Corporation, as their respective interests appear.

(c) It is understood that the foregoing provisions of this Section 18 shall not in any way restrict the right of the Board or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

SECTION 19. NON-MERGER OF LEASEHOLD. There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest in this Ground Lease or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. There shall be no merger of this Ground Lease with the Lease Agreement by reason of the fact that the Board is the owner of the fee title to the Premises and the leasehold estate in all or a portion of the Series 2025A Project created under the Lease Agreement or by reason of the fact that the Corporation is the owner of the leasehold estate in the Premises created hereby and is the owner of the fee title in the Series 2025A Project as provided in the Lease Agreement.

SECTION 20. MEMORANDUM OF GROUND LEASE. Unless mutually agreed to the contrary, simultaneously with the execution of this Ground Lease, the Board and the Corporation shall each execute, acknowledge and deliver a Memorandum of Ground Lease with respect to this Ground Lease. Said Memorandum of Ground Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Ground Lease.

SECTION 21. CHANGES TO PROPERTY DESCRIPTION. The Board reserves the right to substitute other land for, delete or add land to all or any portion of the Premises described in Exhibit A hereto, as same may be supplemented by supplements to this Series 2025A Ground Lease from time to time. Upon such substitution, deletion or addition, the Memorandum of Series 2025A Ground Lease will be supplemented to reflect the change in the legal description. Any such supplement shall be substantially in the form of Exhibit C attached hereto. Except in connection with any substitutions, deletions or additions relating to Permitted Encumbrances, the Designated Equipment portion of the Series 2025A Project or Servient Property that does not adversely impact the use of the Premises for its educational purposes, or otherwise permitted by this Series 2025A Ground

Lease or the Related Documents, each substitution, deletion or addition of a parcel of land subject to the provisions of this Series 2025A Ground Lease shall require the prior written consent of the **[**Credit Enhancer. Such consent of the Credit Enhancer shall only be required if the Credit Enhancer is not in default of its payment obligations under the municipal bond insurance policy.**]**

SECTION 22. OPTION TO RENEW. In the event that the Lease Agreement shall have been terminated, and the Corporation, or the Trustee as the assignee of the Corporation, excludes the Board from possession of the Series 2025A Project, the Board grants to the Corporation and the Trustee the right and option to renew this Ground Lease for a period not to exceed five years at a fair market rental to be determined, adjusted and paid in the manner and under the conditions set forth in Section 4(b) of this Ground Lease.

SECTION 23. ESTOPPEL CERTIFICATES. The Board, at any time and from time to time, upon not fewer than thirty (30) days prior written notice from the Corporation or the Trustee as assignee of the Corporation, will execute, acknowledge and deliver to the Corporation, the Trustee, as assignee of the Corporation, or any Permitted Transferee, a certificate of the Board certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full force and effect, if it is; and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by the Corporation or the Trustee as assignee of the Corporation or any Permitted Transferee.

SECTION 24. NONRECOURSE OBLIGATION OF THE CORPORATION. Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto hereby acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Assignment of Lease Agreement and Assignment of Ground Lease Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor their successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

SECTION 25. NO RECOURSE UNDER AGREEMENT. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of rent pursuant to Section 4 hereof or for any claim based thereon under this Ground Lease Agreement against any member, officer, employee or agent of the parties hereto.

SECTION 26. RADON GAS. Section 404.056, Florida Statutes, requires that the following notification be given: "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 public health unit."

SECTION 27. MISCELLANEOUS. (a) This Ground Lease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Board:
The School Board of Manatee County, Florida
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business Services

If to the Corporation:
Manatee School Board Leasing Corporation
215 Manatee Avenue W.
Bradenton, Florida 34205
Attention: Superintendent and Assistant Superintendent for Business and Finance

If to the Trustee:
U.S. Bank Trust Company, National Association
225 Water Street, Suite 700
Jacksonville, FL 32202
Attention: Corporate Trust Department

If to the Insurer:
[INSURER**]**
_____
_____
_____
Re: Policy No. _____

or such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

In each case in which notice or other communication refers to an Event of Default or Event of Non-Appropriation, then a copy of such notice or other communication shall also be sent to the attention of Deputy General Counsel – Public Finance and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(c) It is mutually acknowledged and agreed by the parties hereto that this Ground Lease contains the entire agreement between the Board and the Corporation with respect to the subject matter of this Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than as landlord and tenant.

(e) The table of contents, headings and captions of this Ground Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Ground Lease.

(f) For purposes of computing any period of a number of days hereunder for notices or performance (but not for actual days of interest) of ten (10) days or fewer, Saturdays, Sundays and holidays shall be excluded.

(g) Any provision of this instrument in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this instrument. In no event shall the Corporation or its assigns have any causes of action against the officers or employees of the Board, or against any elected official of the Board based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(h) Nothing in this Ground Lease, expressed or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, the Credit Enhancer and the Board any rights, remedies or claims under or by reason of this Ground Lease or any covenants, conditions or stipulations hereof; and all covenants, stipulations, promises and agreements in this Ground Lease contained by or on behalf of the Corporation or the Board shall be for the sole and exclusive benefit of the Corporation, and its assignee, the Credit Enhancer and the Board. **[**INSURER SHORT NAME**]** shall be deemed to be a third party beneficiary of this Ground Lease.

(i) This Ground Lease Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

(j) This Ground Lease may not be amended or modified without the prior written consent of the Credit Enhancer. Except as provided in the preceding sentence, any

action taken hereunder which requires or permits the consent, notice, direction or request of the Lessor or the Trustee, shall also require or permit the consent, notice, direction or request of the Credit Enhancer, which consent, direction or request shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Board and the Corporation have caused this Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, as Lessor

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Superintendent/Secretary

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessee

(SEAL)

By: _____
President

ATTEST:

By: _____
Secretary/Treasurer

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing Ground Lease Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

PREMISES DESCRIPTION

1. Artisan Lakes Elementary School. [TO COME]

2. Rye Ranch Elementary School. [TO COME]

EXHIBIT B

DESCRIPTION OF SERVIENT PROPERTY

1. Artisan Lakes Elementary School.

2. Rye Ranch Elementary School.

EXHIBIT C

[FIRST, SECOND, THIRD, ETC.]
GROUND LEASE SUPPLEMENT

This [First, Second, Third, etc.] Ground Lease Supplement ("Subject Supplement") is made and entered into as of _____ by **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA** (the "Board") acting as the governing body of the School District of Manatee County, Florida (the "District") and **MANATEE COUNTY SCHOOL BOARD LEASING CORPORATION,** a single-purpose Florida not-for-profit corporation (the "Corporation"). All capitalized terms used herein and not otherwise defined shall have the meaning set forth therefor in the "Ground Lease" as hereinafter set forth.

W I T N E S S E T H:

WHEREAS, the Board and the Corporation entered into a certain Ground Lease Agreement (the "Ground Lease") a memorandum of which was recorded in Official Records Book ____ at Page ____ of the Public Records of Manatee County, Florida; and

WHEREAS, the Board owns that certain real property more particularly described in Exhibit A attached hereto and made a part hereof ("Subject Parcel"); and

WHEREAS, the Subject Parcel is a portion of the Series 2025A Project and, as such, is to be subject to the Ground Lease as contemplated thereby; and

NOW, THEREFORE, in consideration of the premises and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto by the other party hereto, the parties hereto do hereby acknowledge and agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. The Subject Parcel is hereby declared to be a part of the Premises (as defined in the Ground Lease) which constitutes a portion of the Project and, therefore, is a part of the Premises as set forth in the Ground Lease with the leasehold estate, operation and effect of the Ground Lease applying to the Subject Parcel as fully and to the same extent as if the Subject Parcel were described in the Ground Lease and therein set forth to be a part of the Premises.

3. The Ground Lease, as modified by previous Ground Lease Supplements and as modified hereby remains in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Subject Supplement to be executed by their duly authorized officers or agents, all as of the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

ATTEST:

_____ By: _____

Its: Its:

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION

ATTEST:

_____ By: _____

Title: Title:

(SEAL)

SIMULTANEOUS ASSIGNMENT

All of the rights of Manatee School Board Leasing Corporation hereunder are hereby assigned without recourse or warranty to U.S. Bank Trust Company, National Association, as Trustee, as successor in interest to and assignee of Manatee School Board Leasing Corporation under the Assignment.

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
Title:

Dated: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ and _____, the Chairman and Superintendent/Secretary, respectively, of THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ and_____, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT D

FORM OF CERTIFICATE PURCHASE CONTRACT

CERTIFICATE PURCHASE CONTRACT

$[PAR]
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a
Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

[SALE DATE], 2025

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc., as senior manager (the "Representative"), on behalf of itself and J.P. Morgan Securities LLC, Jefferies LLC and Raymond James & Associates, Inc. (collectively, the "Underwriters") offers to enter into this Certificate Purchase Contract (the "Purchase Contract") with The School Board of Manatee County, Florida (the "School Board"), as the governing body of the School District of Manatee County, Florida (the "District"), and the Manatee School Board Leasing Corporation (the "Corporation"), which, upon acceptance of this offer by the School Board and the Corporation, will be binding upon the School Board and the Corporation and upon the Underwriters. This offer is made subject to written acceptance hereof by the School Board and the Corporation at or before 11:59 p.m., Eastern Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the School Board and the Corporation at any time prior to the acceptance hereof by the School Board and the Corporation. The parties hereto agree and acknowledge that the obligations of the Corporation and the School Board hereunder do not constitute a general obligation of the Corporation or the School Board. Capitalized terms not otherwise defined herein shall have the meanings given them in the Trust Agreement (defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, covenants and agreements set forth herein, the Underwriters hereby agree to purchase, and the School Board agrees to sell, and to cause U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee") to deliver, to the Underwriters, all (but not less than all) of the aggregate principal amount of the $[PAR] Certificates of Participation, Series 2025A (the "Certificates"). The Certificates shall be dated their date of delivery.

The Certificates are being purchased by the Underwriters, at an aggregate purchase price of $[_____] (which price represents the $[PAR].00 principal amount of the Certificates, [plus][less][net] an original issue [premium][discount] of $[_____] and minus an underwriting discount of $[_____]).

[_____ (the "Insurer") will concurrently with the issuance of the Certificates, issue a municipal bond insurance policy (the "Policy") guaranteeing the scheduled payment of the principal portion and the interest portion of the Basic Rent Payments represented by the Certificates when due.]

The Certificates are being issued for the principal purpose of providing funds sufficient to (a) finance the cost of acquisition, construction and installation and/or equipping of the Series 2025A Project and (b) pay certain costs associated with the issuance of the Certificates, including the premium for the Policy.

The Certificates are being executed and delivered pursuant to the Master Trust Agreement, dated as of June 1, 1996 (the "Master Trust Agreement"), among the School Board, the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as amended and supplemented, particularly as supplemented by a Series 2025A Supplemental Trust Agreement, dated as of [_____] 1, 2025 (the "Series 2025A Supplemental Trust Agreement", and together with the Master Trust Agreement, the "Trust Agreement"), among the Corporation, the School Board and the Trustee.

The Certificates shall mature at the times and in the amounts and bear interest at the rates set forth in Appendix A hereto and shall be subject to prepayment at the times and at the prices set forth in Appendix B hereto. The information required by Section 218.385(6), Florida Statutes, to be provided by the Underwriters is set forth in Appendix C hereto. Further, in order to assist the School Board in complying with Section 218.385(2) and (3), Florida Statutes, the Underwriters are providing the School Board and the Corporation with a completed truth-in-bonding statement, the form of which is attached to Appendix C as Schedule 1.

The School Board has entered into a Master Lease-Purchase Agreement, dated as of June 1, 1996, as amended and supplemented (the "Master Lease"), between the Corporation, as lessor, and the School Board, as lessee, for the purpose of providing for the lease-purchase financing and refinancing from time to time of certain educational facilities, sites and equipment (collectively, the "Projects"). The Projects to be leased from time to time are identified on separate lease schedules (each a "Schedule") attached to the Master Lease. Upon execution and delivery thereof, each Schedule, together with the provisions of the Master Lease, will constitute a separate lease agreement (individually a "Lease" and collectively the "Leases").

In accordance with the applicable provisions of Florida law, including particularly Chapters 1000-1013, Florida Statutes, and pursuant to a resolution duly and lawfully adopted by the School Board on October 22, 2024 (the "Resolution") and a resolution duly and lawfully adopted by the Corporation on October 22, 2024 (the "Corporation Resolution"), the School Board and the Corporation have authorized the execution and delivery of Lease Schedule No. 2025A, dated as of [_____] 1, 2025 ("Schedule No. 2025A"), and together with the Master Lease, the "Series 2025A Lease"), providing for the lease-purchase financing of certain educational facilities, sites and equipment by the School Board, as further described in Schedule No. 2025A (the "Series 2025A Project"). Pursuant to the Assignment of Lease Agreement, dated as of June 1, 1996, as amended (the "Assignment of Lease Agreement"), and as particularly amended by the Fourteenth Amendment to Assignment of Lease Agreement, dated as of [_____] 1, 2025 (together with the Assignment of Lease Agreement, the "Series 2025A Assignment"), the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2025A Lease including its right to receive Basic Rent Payments and all other amounts due under the Series 2025A Lease.

Pursuant to the Series 2025A Ground Lease Agreement, dated as of [_____] 1, 2025 (the "Series 2025A Ground Lease"), between the School Board and the Corporation, the School Board will lease the sites on which certain components of the Series 2025A Project are located (collectively, the "Premises") to the Corporation. Pursuant to the Assignment of Ground Lease, dated as of [_____] 1, 2025 (the "Series 2025A Ground Lease Assignment"), between the Corporation and the Trustee, the Corporation will irrevocably assign by outright and absolute assignment to the Trustee for the benefit of the registered owners of the Certificates substantially all of the Corporation's right, title and interest in and to the Series 2025A Ground Lease.

The Series 2025A Assignment and the Series 2025A Ground Lease Assignment are referred to collectively herein as the "Assignment Agreements".

In accordance with a Disclosure Dissemination Agent Agreement, dated [CLOSING DATE], 2025 (the "Disclosure Agreement"), between the School Board and Digital Assurance Certification, LLC (the "Dissemination Agent"), the School Board has agreed to provide certain continuing disclosure information in accordance with the SEC Rule (as defined in Section 2(a) below).

2. Delivery of Offering Statement and Other Documents.

(a) Prior to the date hereof, the School Board has prepared for use in connection with the public sale and distribution of the Certificates, and provided to the Underwriters for their review, the Preliminary Offering Statement dated [POS DATE], 2025 (including the cover page, inside cover page and appendices contained therein, the "Preliminary Offering Statement"). The School Board deems the Preliminary Offering Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "SEC Rule"), except for certain permitted omissions in connection with the pricing of the Certificates. The Underwriters have reviewed such Preliminary Offering Statement prior to the execution of this Purchase Contract.

(b) As soon as practicable after the date hereof, and, in any event within seven (7) business days of the date hereof (or within such shorter period as may be reasonably requested by the Underwriters in order to accompany any confirmation that requests payment from any customer to comply with Rule G-32 of the Municipal Securities Rulemaking Board) the School Board shall, so as to enable the Underwriters to comply with the provisions of the SEC Rule, deliver to the Underwriters a sufficient number of copies of a final Offering Statement, dated the date hereof (including the cover page, inside cover page and appendices contained therein, the "Offering Statement"), together with all supplements and amendments thereto, substantially in the form of the Preliminary Offering Statement, with only such changes therein as shall have been accepted by the Underwriters, executed on behalf of the School Board by the Chairman.

(c) The Representative shall give notice to the School Board on the date, but in no event later than 90 days after the Closing, after which no participating underwriter, as such term is defined in the SEC Rule, remains obligated to deliver Offering Statements pursuant to paragraph (b)(4) of the SEC Rule.

(d) At or prior to the Closing (as defined herein), the Representative shall file, or cause to be filed, the Offering Statement with the Municipal Securities Rulemaking Board. Unless otherwise provided in writing by the Representative to the School Board on the Date of Closing (as defined herein) that the Representative retains directly, or as a member of an underwriting syndicate, an unsold balance of the Certificates, the end of the underwriting period (as defined herein) shall be the Date of Closing, but in no event later than 90 days after the Closing.

(e) At Closing, the School Board shall deliver, or cause to be delivered to the Underwriters a copy of the Resolution, certified to by its Secretary, substantially in the form heretofore delivered to the Underwriters, with only such changes therein as agreed upon by the Representative.

(f) The School Board and the Corporation hereby authorize the Underwriters to use the forms or copies of (i) the Resolution, (ii) the Corporation Resolution, (iii) the Trust Agreement, (iv) the Series 2025A Lease, (v) the Assignment Agreements, (vi) the Series 2025A Ground Lease, (vii) the Disclosure Agreement, and (viii) the Offering Statement and the information contained therein in connection with the public offering and sale of the Certificates and ratify and confirm their authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Offering Statement in connection with such public offering and sale.

3. Representation of the Underwriters as to Authority. The Representative is duly authorized to execute this Purchase Contract on behalf of the Underwriters and has been duly authorized to act hereunder in connection with the issuance of the Certificates.

4. Public Offering; Establishment of Issue Price; Underwriters not Acting as Agents or Fiduciaries. (a) The Underwriters agree, jointly and severally, to make an initial public offering of the Certificates to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth on Appendix D hereto; provided, however, the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters deem necessary or desirable in connection with the marketing of the Certificates

(a) The Representative, on behalf of the Underwriters, agrees to assist the School Board in establishing the issue price of the Certificates and shall execute and deliver to the School Board at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Appendix D, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the School Board and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) [Except as otherwise set forth in Schedule I to Appendix D attached hereto,] the School Board represents that it will treat the first price at which 10% of each maturity of the Certificates (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Certificates for which the School Board has elected to utilize the 10% Test, the Representative agrees to promptly report to the School Board the prices at which Certificates of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Certificates of that maturity or maturities or the Closing Date.]

(c) [The Representative confirms that the Underwriters have offered the Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I to Appendix D attached hereto, except as otherwise set forth therein. Schedule I to Appendix D attached hereto also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Certificates for which the 10% Test has not been satisfied and for which the School Board and the Representative, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriters will

neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Certificates of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it until either all Certificates of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the Certificates of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

The School Board acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but

not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The School Board further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates.

(e) The Underwriters acknowledge that sales of any Certificates to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 4:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the School Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

(f) The School Board and the Corporation acknowledge and agree that (i) the purchase and sale of the Certificates pursuant to this Purchase Contract is an arm's-length commercial transaction between the School Board, the Corporation and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors, financial advisors, agents or fiduciaries of the School Board or the Corporation; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the School Board or the Corporation with respect to the offering of the Certificates or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliate of the Underwriters, has provided other services

or is currently providing other services to the School Board or the Corporation on other matters) and the Underwriters have no obligation to the School Board or the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract; (iv) the Underwriters have financial and other interests that differ from those of the School Board and the Corporation; and (v) the School Board and the Corporation have consulted with their own legal, financial and other advisors to the extent they have deemed appropriate in connection with the offering of the Certificates.

5. Good Faith Deposit. In connection with the execution of this Purchase Contract, the Representative shall deliver to the School Board a wire transfer credited to the order of the School Board in immediately available federal funds (the "Good Faith Deposit"), in the sum of $[_____] (calculated as 1% of the estimated principal amount of the Certificates as reflected in the Preliminary Offering Statement), which is being delivered to the School Board on account of the purchase price and as security for the performance by the Underwriters of their obligation to accept and to pay for the Certificates. In the event that the School Board does not accept this offer in a timely manner, the Good Faith Deposit shall be immediately returned to the Representative by wire transfer credited to the order of the Representative, in the amount of the Good Faith Deposit. In the event the Closing takes place, the amount of the Good Faith Deposit shall be credited against the purchase price pursuant to Section 7 hereof. In the event of the School Board's failure to deliver the Certificates at the Closing, or if the School Board shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract (unless such conditions are waived by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the School Board shall immediately wire to the Representative in federal funds the sum of the Good Faith Deposit and such return shall constitute a full release and discharge of all claims by the Underwriters against the School Board arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Certificates at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the School Board and such retention shall represent full liquidated damages and not a penalty for such failure and for any defaults hereunder on the part of the Underwriters, and such use shall constitute a full release and discharge of all claims, rights and damages of the School Board against the Underwriters arising out of the transactions contemplated hereby Accordingly, the Underwriters hereby waive any right to claim that the School Board's actual damages are less than the amount of the Good Faith Deposit, and the School Board's acceptance of this offer shall constitute a waiver of any right it may have to additional damages from the Underwriters.

6. Representations and Agreements.

(a) By its acceptance hereof, the School Board represents to and agrees with the Underwriters that, as of the date hereof:

(i) The School Board is duly and validly existing as a body corporate and politic pursuant to Article IX, Section 4(a) of the Florida Constitution and the laws of the State of Florida (particularly, Chapter 1001, Florida Statutes) and is the governing body of the District.

(ii) The School Board has full legal right, power and authority to cause the Certificates to be issued, sold and delivered to the Underwriters as described herein; to lease-purchase the Series 2025A Project; to adopt the Resolution; and to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Series 2025A Ground Lease, the Disclosure Agreement, and the Series 2025A Lease (collectively, the "School Board Documents"); by all necessary official action of the School Board taken prior to the acceptance hereof, the Resolution has been duly adopted in accordance with the Constitution of Florida and the laws of the State of

Florida; the Resolution is in full force and effect and has not been amended, modified or repealed; the School Board Documents, when executed by the School Board will each be duly authorized and delivered and will constitute the legal, valid and binding special obligations of the School Board enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the School Board has duly authorized and approved the execution of, and the performance by the School Board of its obligations contained in the School Board Documents and the consummation by it of all other transactions contemplated by the Resolution, each of the School Board Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the School Board Documents, the issuance by the Trustee of the Certificates and the adoption of the Resolution, and compliance with the special obligations on the School Board's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the School Board is a party or to which the School Board or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the School Board under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the School Board Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the School Board of its obligations under the Resolution and the School Board Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the School Board, the District, the Series 2025A Project, the Premises, the Certificates, the Resolution and the School Board Documents was and is true and correct in all material respects and did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the best knowledge of the School Board, threatened:

(A) Which may affect the existence of the School Board or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent

Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2025A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the School Board or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due adoption of the Resolution or the execution and delivery of the School Board Documents or any of them or the lease-purchase of the Series 2025A Project in accordance with the terms thereof; or

(F) Which could materially adversely affect the financial condition of the School Board;

nor, to the best knowledge of the School Board, is there any basis therefor wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, the School Board Documents or any of them. The School Board shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Offering Statement or the Offering Statement in connection with the offering, sale or distribution of the Certificates.

(vii) The School Board will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (A) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and (B) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the School Board shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the School Board becomes aware that any event shall have occurred which might or would cause the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School Board shall notify the Representative thereof, and, if in the reasonable opinion of the School Board and the Representative such event requires the preparation and publication of a supplement or amendment to the Offering

Statement, the School Board will at its own expense forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Offering Statement (in form and substance satisfactory to the Representative and its Counsel) which will supplement or amend the Offering Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

(ix) The School Board covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest portion of the Basic Rent Payments received by the owners of the Certificates, subject to the right of the School Board to non-appropriate funds in accordance with the provisions of the Leases. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Certificates and other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The School Board does not have any material unfunded rebate obligations with respect to any Certificates of Participation previously issued under the Master Trust.

(x) The School Board has not, since December 31, 1975 been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(xi) The School Board shall comply with all of the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission and shall comply with the commitments set forth in the Disclosure Agreement.

(xii) The School Board will apply the proceeds of the Certificates in accordance with the Trust Agreement and as described in the Offering Statement.

(xiii) Neither the School Board nor anyone authorized to act on its behalf, directly or indirectly, has offered the Certificates for sale to, or solicited any offer to buy, the Certificates from anyone other than the Underwriters.

(xiv) Prior to the execution of this Purchase Contract, the School Board delivered to the Underwriters copies of the Preliminary Offering Statement which the School Board deemed final for purposes of the SEC Rule as of the date of the Preliminary Offering Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, prepayment provisions and certain other terms of the Certificates as permitted by the SEC Rule.

(xv) If the Offering Statement is supplemented or amended pursuant to Section 2 of this Purchase Contract, or otherwise by the School Board, at the time of each supplement or amendment to the Offering Statement and (unless subsequently again supplemented or amended pursuant to Section 2 of this Purchase Contract) at all times prior to the end of the underwriting period, the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(xvi) Other than as disclosed in the Preliminary Offering Statement, the School Board has complied in all material respects with any and all continuing disclosure commitments heretofore made by the School Board for the past five Fiscal Years.

(xvii) The Resolution, the Certificates, the Trust Agreement, and the School Board Documents conform in all material respects to the descriptions thereof contained in the Preliminary Offering Statement and the Offering Statement.

(xviii) The financial statements of the School Board as of June 30, 2023 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the School Board as of the dates and for the periods therein set forth. Except as disclosed in the Preliminary Offering Statement and the Offering Statement, there has not been any materially adverse change in the financial condition of the School Board or in its operations since June 30, 2023 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(xix) Any certificates executed by any officer of the School Board and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the School Board as to the accuracy of the statements therein made.

(b) By its acceptance hereof, the Corporation represents to and agrees with the Underwriters that, as of the date hereof:

(i) The Corporation is a not-for-profit corporation duly organized, incorporated, validly existing, and in good standing under the laws of the State of Florida (particularly, Chapter 617, Florida Statutes).

(ii) The Corporation has full legal right, power and authority to adopt the Corporation Resolution, to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Trust Agreement, the Series 2025A Lease, the Series 2025A Ground Lease, and the Assignment Agreements (collectively, the "Corporation Documents"); by all necessary official action of the Board of Directors of the Corporation taken prior to the acceptance hereof, the Corporation Resolution has been duly adopted in accordance with the laws of the State and the Corporation's Articles of Incorporation and Bylaws; the Corporation Resolution is in full force and effect and has not been amended, modified or repealed; the Corporation Documents have been duly authorized, and when executed and delivered by the Corporation will constitute the legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency, or other laws affecting the rights of creditors or tenants generally or the application by a court of equitable principles; the Corporation has duly authorized and approved the execution of, and the performance by the Corporation of its obligations contained in the Corporation Documents and the consummation by it of all other transactions contemplated by each of the Corporation Documents and the Offering Statement to have been performed or consummated at or prior to the Date of Closing.

(iii) The execution and delivery of the Certificates and the Corporation Documents, and compliance with the obligations on the Corporation's part contained herein and therein, will not conflict with or constitute a material breach of or material default under any federal or Florida constitutional provisions, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party

or to which the Corporation or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption, implementation or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Corporation under the terms of any such provision, law, regulation, document or instrument, except as provided or permitted by the Certificates and the Corporation Documents.

(iv) All approvals, consents and orders of any governmental authority, legislative body, board, district, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents have been, or prior to the Closing will have been, duly obtained; provided, however, that this representation does not apply to such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates.

(v) The information contained in the Preliminary Offering Statement and the Offering Statement pertaining to the Corporation and the Corporation Documents, was and is true and correct in all material respects did not, and does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as described in the Preliminary Offering Statement or the Offering Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or other body, pending or, to the best knowledge of the Corporation, threatened:

(A) Which may affect the existence of the Corporation or the titles or rights of its officers to their respective offices;

(B) Which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or the collection or payment of the Basic Rent Payments or assignment thereof to make payments on the Certificates and to make other payments under the Series 2025A Lease;

(C) Which in any way contests or affects the validity or enforceability of the Certificates, the Corporation Resolution, the Corporation Documents or any of them;

(D) Which could cause the interest portion of the Basic Rent Payments represented by the Certificates to be included in the gross income of the holders of the Certificates for the purposes of federal income taxation;

(E) Which contests in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or which contests the powers of the Corporation or any authority or proceedings for the issuance, sale or delivery of the Certificates, or the due execution and delivery of the Corporation Documents or any of them;

nor, to the best knowledge of the Corporation, is there any basis therefor, wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Certificates, the Corporation Documents or any of them.

(vii) The Corporation will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided that the Corporation shall not be obligated to pay any fee, qualify to do business or to take any action that would subject it to general service of process in any state where it is not now so subject.

(viii) If, after the date of this Purchase Contract and until the earlier of (A) ninety (90) days from the end of the "underwriting period" (as defined in the SEC Rule) or (B) the time when the Offering Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than twenty-five (25) days following the end of the underwriting period, the Corporation becomes aware that any event shall have occurred which would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Representative thereof, and if in the reasonable opinion of the Corporation or the Representative such event requires the preparation and publication of a supplement or amendment to the Offering Statement, the Corporation shall cooperate with the Representative in supplementing or amending the Offering Statement, in such form and manner and at such time or times as may be reasonably called for by the Underwriters.

(ix) The Corporation shall cause the Trustee to execute and deliver the Certificates when ready for delivery.

7. The Closing. At 12:00 p.m., Eastern Time, on [CLOSING DATE], 2025 (such date herein called the "Date of Closing"), or at such later time or on such later date as may be mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters, the School Board shall cause the Trustee, subject to the terms and conditions hereof, to deliver the Certificates to the account of the Underwriters in definitive form (all Certificates to bear proper CUSIP numbers), duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters shall accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof, less the Good Faith Deposit, in federal funds to the order of the Trustee (such delivery of and payment for the Certificates herein called the "Closing"). The Closing shall occur at the offices of the School Board in Bradenton, Florida, or such other place as shall have been mutually agreed upon by the School Board, the Corporation, the Trustee and the Underwriters. The Certificates shall be prepared and delivered as fully registered certificates in the definitive form of one fully registered Certificate for each stated maturity of the Certificates and in the name in which The Depository Trust Company requests that the Certificates be registered and will be made available for inspection and checking by the Underwriters not later than 10:00 a.m. Eastern Time, on the business day prior to the Date of Closing. It is the intent of the parties hereto that the Certificates will be issued and delivered through the "FAST" closing procedure of The Depository Trust Company for credit to the accounts designated by the Underwriters and the Certificates shall be delivered to the Trustee or as otherwise may be agreed to by the School Board and the Underwriters.

8. Closing Conditions. The Underwriters are entering into this Purchase Contract in reliance upon the representations and agreements of the School Board and the Corporation contained herein, and in

reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing, and upon the performance of the covenants and agreements herein, as of the date hereof and as of the Date of Closing. Accordingly, the Underwriters' obligation under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations of the School Board and the Corporation contained herein shall be true, complete and correct on the date hereof and on and as of the Date of Closing, as if made on the Date of Closing, and a certificate to that effect shall be delivered to the Underwriters by the School Board and the Corporation at Closing.

(b) At the date of execution hereof and at the Closing, the Resolution and the Corporation Resolution shall each be in full force and effect, and shall not have been amended, modified or supplemented, except to the extent to which the Representative shall have given its prior written consent and there shall have been taken in connection therewith and in connection with the issuance of the Certificates all such action as, in the opinions of Nabors, Giblin & Nickerson, P.A., Special Counsel, and Greenberg Traurig, P.A., Counsel for the Underwriters, shall be necessary and appropriate in connection with the transactions contemplated hereby.

(c) At the Closing there will be no pending or threatened litigation or proceeding of any nature seeking to restrain or enjoin the issuance, sale or delivery of the Certificates, or the collection or application of the Basic Rent Payments to make payments on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates, the Resolution, the Corporation Resolution, the School Board Documents or the Corporation Documents or contesting in any way the proceedings of the School Board, the Corporation or the Trustee taken with respect thereto, or contesting in any way the due existence or powers of the School Board, the Corporation or the Trustee or the title of any of the members or officials of the School Board, the Corporation or the Trustee to their respective offices and the Underwriters will receive the certificates of the School Board, the Corporation and the Trustee to the foregoing effect, or opinions of Counsel to the School Board, the Corporation and the Trustee that any such litigation is without merit.

(d) There shall have been no material adverse change in the financial condition of the School Board since June 30, 2023.

(e) At the Closing, the Underwriters shall receive the following documents, each dated as of the Date of Closing:

(i) The opinion of Special Counsel, dated the Date of Closing, in substantially the form attached to the Offering Statement as Appendix G;

(ii) A supplemental opinion of Special Counsel, addressed to the Underwriters[, the Insurer,] the Corporation and the Trustee (except for the opinions required by Section 8(e)(ii)(2) and (6) hereof which may be addressed solely to the Underwriters), substantially to the effect that (A) the Underwriters, the Corporation and the Trustee may rely upon the opinions referred to in Section 8(e)(i) hereof as though addressed to them; (B) prior to termination of the Series 2025A Lease, the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and (C) with respect to information in the Offering Statement and based

upon said firms review of the Offering Statement as Special Counsel, and without having undertaken to determine independently the accuracy and completeness of the contents of the Offering Statement, the information in the Offering Statement under the headings (unless otherwise noted, the term "headings" includes all subheadings under a heading) entitled "INTRODUCTION," (excluding the information regarding projects, lease terms and principal amounts of outstanding certificates of participation with respect to other leases under the Master Lease, as to all of which no opinion need be expressed) "AUTHORIZATION," "DESCRIPTION OF THE SERIES 2025A CERTIFICATES," "SECURITY FOR THE SERIES 2025A CERTIFICATES," "THE MASTER LEASE-PURCHASE PROGRAM," "THE SERIES 2025A LEASE AGREEMENT" (excluding any financial, statistical and demographic information and information regarding [the Insurer and its Policy] and The Depository Trust Company or its book-entry only system of registration, as to all of which no opinion is expressed) insofar as the same purport to describe the Certificates, the School Board Documents and the Assignment Agreements, constitute a fair summary of the information purported to be summarized therein. The statements in the Offering Statement on the cover relating to our opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth.

(iii) The opinion(s) of Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul PLLC, Counsel to the School Board and the Corporation, addressed to the Underwriters, the School Board, the Corporation, [the Insurer,] Special Counsel and the Trustee, substantially to the effect that: (1) the School Board is a body corporate and politic and the governing body of the District, duly organized and existing under the Constitution and laws of the State of Florida with full power and authority to adopt the Resolution and to lease purchase the Series 2025A Project and execute, deliver and perform its objectives, as the case may be, under the School Board Documents; (2) the School Board Documents have been duly authorized, executed and delivered by the School Board and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the School Board enforceable in accordance with their terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' or tenants' rights generally and the application of equitable principles; (3) the School Board has authorized, executed and delivered the Offering Statement and has duly authorized the distribution of the Preliminary Offering Statement and the Offering Statement; (4) the information in the Offering Statement as to legal matters relating to the School Board, the District, the Certificates, and the School Board Documents does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the Offering Statement, and information relating to regarding [the Insurer and its Policy and] DTC and its book entry only system of registration as to all of which no view need be expressed); (5) to the best of their knowledge, after due inquiry, the School Board is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any applicable judgment or decree or any agreement, loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument to which the School Board is a party or to which the School Board or any of its property or assets is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; (6) the execution and delivery of School Board Documents and the adoption of the Resolution and compliance with the provisions on the School Board's part contained herein or therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the School Board is a party or to which the

School Board or any of its property or assets is otherwise subject, and any such execution, delivery, adoption or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the School Board under the terms of any such law, regulation or instrument, except as expressly provided by the Certificates and the School Board Documents; (7) the Resolution has been duly and lawfully adopted by the School Board, is in full force and effect and has not been altered, amended or repealed; (8) except as otherwise disclosed in the Offering Statement under the caption "LITIGATION," there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the School Board, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the Resolution, or the School Board Documents; (9) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the School Board's adoption, execution or performance of its obligations under the Resolution, and the School Board Documents have been obtained or effected, and they have no reason to believe that the School Board will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the School Board; (10) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of their knowledge, after due inquiry, threatened against or affecting the Corporation, nor is there is any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Offering Statement or the validity of the Certificates, the School Board Documents or the Assignment Agreements; (11) the Corporation is a not-for-profit corporation duly incorporated and organized, validly existing and in good standing, under the laws of the State of Florida; (12) the Corporation Resolution has been duly and lawfully adopted by the Corporation, is in full force and effect and has not been altered, amended or repealed; (13) the Corporation Documents have each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by the other parties hereto and thereto, each constitutes a legal, valid, and binding agreement of the Corporation enforceable in accordance with its terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and the application of equitable principles; (14) the information in the Offering Statement relating to the Corporation does not contain any untrue statement of a material fact or omit a material fact with respect to the Corporation necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (except for the financial, statistical and demographic information contained in the Offering Statement, and information relating to DTC and its book entry only system of registration as to all of which no view need be expressed); (15) the adoption of the Corporation Resolution and the execution and delivery of the Corporation Documents and compliance with the provisions on the Corporation's part contained herein or therein, will not conflict with or constitute a material breach of or default under any agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its property or assets is otherwise subject; and (16) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Corporation's adoption, execution or performance of its obligations under the Corporation Resolution and the Corporation Documents have been obtained or effected and, they have no reason to believe that the Corporation will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the Corporation.

(iv) A certificate, dated the Date of Closing, signed by the Chairman of the School Board and the Superintendent of the District or other appropriate officials satisfactory to the Representative, to the effect that, to the best knowledge of each of them: (A) the representations of the School Board contained herein are true and correct in all material respects as of the Date of Closing; (B) the School Board has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Resolution and the School Board Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which either of them have notice, and to the best knowledge of each of them no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Resolution, the Trust Agreement, the Assignment Agreements, or the School Board Documents, (3) in any way contesting the corporate existence or powers of the School Board, (4) to restrain or enjoin the collection of the Basic Rent Payments or the application thereof to make payments on the Certificates and to make other payments under the Series 2025A Lease, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the School Board taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (D) since June 30, 2023, no material adverse change has occurred in the financial position or results of operations of the School Board except as set forth in or contemplated by the Offering Statement, and the School Board has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Offering Statement; and (E) the Offering Statement did not as of its date, and does not as of the Date of Closing contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided that no opinion need be expressed with respect to the information contained therein relating to DTC or its book-entry only system of registration [or the Insurer and its Policy]).

(v) A certificate, dated the Date of Closing, signed by the President of the Corporation or other appropriate officials satisfactory to the Representative, to the effect that, to the best of their knowledge: (A) the representations of the Corporation contained herein are true and correct in all material respects as of the Date of Closing; (B) the Corporation has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Corporation Documents as of the Date of Closing; (C) except as disclosed in the Offering Statement, there is no litigation of which they have notice, and to the best of their knowledge no litigation is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Certificates, (2) in any way contesting or affecting any authority for the issuance of the Certificates or the validity of the Certificates, the Corporation Resolution or the Corporation Documents, (3) in any way contesting the corporate existence or powers of the Corporation, (4) to restrain or enjoin the collection or payment of the Basic Rent Payments or assignment thereof, (5) which may result in any material adverse change in the business, properties, assets or financial condition of the Corporation taken as a whole, or (6) asserting that the Offering Statement contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (D) the information contained in the Offering Statement did not as of its date, and does not as of the Date of Closing, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

(vi) An opinion dated the Date of Closing and addressed to the School Board[, the Insurer] and the Underwriters of counsel to the Trustee, to the effect that:

(A) The Trustee is a national banking association, validly existing and in good standing under the laws of the United States and has authority to execute and deliver and to perform all of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates.

(B) The execution and delivery of and performances by the Trustee of its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates are within the trust powers of the Trustee.

(C) The Trustee has the legal power and authority to execute and deliver the Certificates and the Certificates have been duly authenticated, executed and delivered in accordance with the Trust Agreement.

(D) The Trust Agreement and the Assignment Agreements have each been duly authorized, executed and delivered by the Trustee, and each constitutes the legal, valid and binding obligation of the Trustee enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and by general principles of equity.

(vii) A certificate dated the Date of Closing, signed by an authorized officer of the Trustee to the effect that: (A) the Trustee is a national banking association duly organized and in good standing under the laws of the United States; (B) the Trustee has full corporate power, authority and legal right to execute and deliver, and perform its obligations under the Trust Agreement, the Assignment Agreements, and the Certificates and has taken any and all actions and has obtained any and all consents and approvals required in connection with the foregoing; (C) the execution, delivery and acceptance of the Trust Agreement, the Assignment Agreements, the Certificates, and all actions necessary or appropriate to carry out and consummate the transactions contemplated hereby and thereby, are within the trust powers of the Trustee; (D) to the best of its knowledge after due inquiry, the execution and delivery of, and the performance under, each of the foregoing will not conflict with, violate or result in a breach of or constitute a default under the Trustee's charter or bylaws or a material default under any indenture, agreement or other instrument by which the Trustee or any of its properties may be bound or any material constitutional or statutory provision or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Trustee or any of its property and by which the Trustee or any of its property may be bound; (E) to the best of its knowledge after due inquiry, there is no litigation, proceeding or investigation relating to the Trustee before or by any court, public board or body pending or, to the knowledge of the Trustee, threatened against or affecting the Trustee, challenging the validity of, or in which an unfavorable decision, ruling or finding would materially adversely affect the Trust Agreement, or the Assignment Agreements; (F) the Certificates have been duly executed and delivered in accordance with the Trust Agreement; and (G) the Trustee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Trust Agreement, the Assignment Agreements, and the Certificates at or prior to the Closing.

(viii) An opinion, dated the Date of Closing and addressed to the School Board (with a reliance letter relating thereto addressed to the Underwriters), of Bryant Miller Olive P.A.,

disclosure counsel to the School Board, substantially to the effect that no facts have come to the attention of the attorneys rendering legal services in connection with the Certificates that cause them to believe that the Offering Statement as of its date or as of the Date of Closing, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, they assume no responsibility for the accuracy, completeness, or fairness of the statements contained in the Offering Statement (including any appendices, schedules, and exhibits thereto), nor do they express any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, and information concerning [the Policy and the Insurer, and information concerning] The Depository Trust Company and the book-entry system for the Certificates contained or incorporated by reference in the Offering Statement (including any appendices, schedules, and exhibits thereto), which may be expressly excluded.

(x) Each of the School Board Documents and the Corporation Documents, fully executed by the respective parties thereto.

(xi) Evidence satisfactory to the Representative that [S&P Global Ratings, Inc., a business unit of Standard & Poor's Financial Services LLC ("S&P") has assigned a rating of "[___]", on the Certificates, which rating shall be based on the issuance of the Policy by the Insurer, and that] S&P and Fitch Ratings, Inc. ("Fitch") have assigned the Certificates ratings of at least "[___]" and "[___]", respectively[, without regard to the issuance of the Policy by the Insurer,] and that such ratings are in effect on the Date of Closing.

(xii) A written order to the Trustee from the Corporation to execute and deliver the Certificates.

(xiii) A certificate of an authorized representative of the School Board deeming the Preliminary Offering Statement "final" as of its date for purposes of the SEC Rule, except for "permitted omissions" as defined in the SEC Rule.

(xv) A Tax Certificate of the School Board, in form and substance satisfactory to Special Counsel, executed by such officials of the School Board as shall be satisfactory to the Representative.

(xvi) [A certificate of an officer of the Insurer or opinion of counsel to the Insurer, dated the Date of Closing, addressed to the Underwriters and the School Board, in form and substance satisfactory to the Representative and the School Board, substantially to the effect that (A) the Insurer is duly qualified to do business in the State of Florida; (B) the Insurer has full corporate power and authority to execute and deliver the Policy and the Policy has been duly authorized, executed and delivered by the Insurer and constitutes a legal, valid and binding obligation of the Insurer enforceable in accordance with its terms; (C) the statements contained in the Offering Statement under the heading "[CERTIFICATE INSURANCE]" insofar as such statements constitute summaries of the matters referred to therein, accurately reflect and fairly present the information purported to be shown and, insofar as such statements purport to describe the Insurer, fairly and accurately describe the Insurer; (D) the Insurer has not been in default after December 31, 1975, as to principal or interest with respect to any obligations insured by the Insurer; (E) proceedings legally required for the issuance of the Policy has been taken by the Insurer and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy has been obtained; and (F) proceedings not

taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy.]

(xvii) [A true and correct copy of the Policy.]

(xvii) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably require to evidence the truth and accuracy, as of the date hereof and as of the Date of Closing, of the representations, agreements and warranties contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction on or prior to the Date of Closing of all the agreements then to be performed and conditions then to be satisfied by the School Board, the Corporation or the Trustee.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in the form specified herein or are otherwise in form and substance satisfactory to the Representative and its Counsel.

If the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Purchase Contract are not satisfied, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the School Board, the Corporation or the Trustee shall be under any further obligation hereunder, except that the respective obligations of the School Board and the Underwriters set forth in Section 10 hereof shall continue in full force and effect and the Good Faith Deposit specified in Section 5 hereof shall be returned to the Representative.

9. Termination. The Underwriters may terminate this Purchase Contract by notice to the School Board and the Corporation in the event that between the date hereof and the Closing (a) legislation shall be enacted by the Congress of the United States or adopted by either House thereof or a decision by a court of the United States having jurisdiction of the subject matter or the Tax Court of the United States shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other Florida or Federal governmental agency, having jurisdiction of the subject matter, shall be made, with respect to Florida or Federal taxation of revenues or other income of the general character expected to be derived under the Master Lease from the School Board or upon interest received on securities of the general character of the Certificates or which would have the effect of changing, directly or indirectly, the Federal income tax consequences of the ownership of the Certificates or the receipt of interest on securities of the general character of the Certificates in the hands of the holders thereof, which in the reasonable opinion of the Representative would materially adversely affect the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (b) there shall have occurred any outbreak or escalation of hostilities or any national or international emergency, calamity or crisis, financial or otherwise, affecting the effective operation of the government of, or the financial community in, the United States, including a general suspension of trading on any national securities exchange, which, in the reasonable opinion of the Representative, materially adversely affects the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates; (c) the marketability of the Certificates or the sale of the Certificates at the contemplated offering prices as stated in this Purchase Contract, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets, making it impracticable for the Underwriters to market the Certificates or to enforce contracts for the sale of the Certificates; (d) a general banking moratorium shall have been established by Federal, New York or Florida authorities; (e) any event shall

have occurred or shall exist which, in the reasonable opinion of the Representative, would or might cause the information contained in the Offering Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time, and the Offering Statement cannot be amended in accordance with Section 6(a)(viii) herein in such manner which prevents the market for the Certificates or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Certificates to be materially adversely affected, in the reasonable opinion of the Representative; (f) legislation shall be enacted, or a decision by a court of the United States, having jurisdiction of the subject matter, shall be rendered, that, in the reasonable opinion of Counsel for the Underwriters, has the effect of requiring the contemplated distribution of the Certificates or any action or instrument pertaining thereto to be registered under the Securities Act of 1933, as amended, or under Florida law, or of requiring the Trust Agreement, or any instrument or act pertaining thereto to be qualified under the Trust Indenture Act of 1939, as amended; (g) there shall have been any materially adverse change in the affairs of the School Board that, in the opinion of the Representative, materially and adversely affects the market price or marketability of the Certificates or the ability of the Underwriters to enforce contracts for the sale of the Certificates; (h) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the United States Securities and Exchange Commission (the "Commission") which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Certificates to be registered under the Securities Act of 1933, as amended, or the Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies; (i) legislation shall be introduced by amendment or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America, having jurisdiction of the subject matter, shall be rendered, or a stop order, ruling, release, regulation, or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter of the Certificates shall have been proposed, issued or made to the effect that the issuance, offering or sale of the Certificates, including all the underlying obligations as contemplated by this Purchase Contract or by the Offering Statement, or any document relating to the issuance, offering or sale of the Certificates is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Certificates, as contemplated by this Purchase Contract; (j) there shall have occurred, after the signing of this Purchase Contract, either a financial crisis or a default with respect to the debt obligations of the School Board, or proceedings under the federal or Florida bankruptcy laws shall have been instituted by the School Board or the Corporation, in either case the effect of which in the reasonable judgment of the Representative, is such as to materially and adversely affect: (1) the market price or the sale at the contemplated offering prices as stated in this Purchase Contract, by the Underwriters of the Certificates or (2) the ability of the Underwriters to enforce contracts for the sale of the Certificates; (k) any United States national securities exchange, or any United States governmental authority, shall impose as to the Certificates or any obligation of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any such governmental authority or by any such national securities exchange; or (l) other than with respect to the litigation described in the Offering Statement, legal action shall have been filed against the School Board or the Corporation from which an adverse ruling would, in the opinion of the Representative, materially adversely affect the transactions contemplated by this Purchase Contract or by the Offering Statement or the validity of the Certificates, the School Board Documents, the Corporation Documents or this Purchase Contract.

10. Expenses.

(a) The School Board agrees to pay all expenses incident to the performance of its obligations under this Purchase Contract, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Purchase Contract) of copies of the Preliminary Offering Statement and Offering Statement; (ii) charges made by rating agencies for the rating of the Certificates; (iii) the fees and disbursements of the Trustee; (iv) the fees and disbursements of Special Counsel, Disclosure Counsel, the Financial Advisor and of any other experts or consultants retained by the School Board; (v) the cost of any consent letters, statements or certificates delivered by the School Board's consultants; (vi) the fees of Digital Assurance Certification, LLC for a continuing disclosure undertaking compliance review; and (vii) out-of-pocket expenses of the School Board or any expenses incurred by the Underwriters on behalf of the School Board's employees and representatives including the expenses of transportation and meals for District representatives to attend pricing meetings which are incidental to implementing this Purchase Contract. The Underwriters' expenses will be paid or reimbursed through the expense component of the Underwriters' discount, including the fees and expenses of Underwriters' counsel.

(b) The Underwriters shall pay expenses related to the initial purchase and sale of the Certificates as follows: (i) all advertising expenses in connection with the public offering of the Certificates; (ii) expenses and fees of its Counsel; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including any fees of SOLVE for a continuing disclosure compliance review.

(c) In the event either the School Board or the Underwriters shall have paid obligations of the other as set forth in this Section, appropriate reimbursement and adjustments shall be made at the time of Closing.

11. Notices. Any notice or other communication to be given to the School Board or the Corporation under this Purchase Contract may be given by delivering the same to the School Board, 215 Manatee Avenue W., Bradenton, Florida 34205, to the attention of the Deputy Superintendent of Business Services and any notice or other communications to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to BofA Securities, Inc., Attention: Tom Cai, One Bryant Park, 12th Floor, New York, NY 10036.

12. Parties in Interest.

(a) This Purchase Contract is made solely for the benefit of the School Board, the Corporation and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations and agreements of the School Board and the Corporation contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract, but only to the extent provided by the last paragraph of Section 8 hereof.

(b) No covenant, stipulation, obligation or agreement contained in this Purchase Contract shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the School Board in his individual capacity and neither the members of the School Board nor any official executing this Purchase Contract shall be liable personally under this Purchase Contract or be subject to any personal liability or accountability by reason of the execution hereof.

13. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof on behalf of the School Board and the Corporation by their duly authorized officers and shall be valid and enforceable at the time of such acceptance.

14. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

15. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida, without giving effect to conflicts of law provisions.

16. Entire Agreement. This Purchase Contract when accepted by the School Board and the Corporation in writing as heretofore specified shall constitute the entire agreement between us relating to the subject matter hereof and supersedes all oral statements, prior writings, and representations with respect hereto.

17. Headings. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be part hereof.

[Signature page to follow]

Very truly yours,

BOFA SECURITIES, INC., as
Representative of the Underwriters

By:_____
Tom Cai
Director

This Certificate Purchase Contract for the Certificates is accepted as of the date hereof:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

By: _____
Superintendent

MANATEE SCHOOL BOARD LEASING CORPORATION

By: _____
President

ATTEST:

By: _____
Secretary

APPENDIX A

MATURITY SCHEDULE

$[PAR]
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

_____
(1) Yield and Price calculated to first optional prepayment date of July 1, 20____.

APPENDIX B

PREPAYMENT PROVISIONS
OF CERTIFICATES

(a) The Certificates are not subject to extraordinary prepayment prior to maturity pursuant to Section 6.03(g) of the Master Trust Agreement or Section 5.08(c) of the Lease Agreement.

(b) Optional Prepayment. The Series 2025A Certificates maturing on or before July 1, 20__ are not subject to prepayment at the option of the Board. The Series 2025A Certificates maturing on and after July 1, 20__ may be prepaid, from prepayments of Basic Rent made by the Board pursuant to the Series 2025A Lease Agreement, in whole or in part on July 1, 20__ or any date thereafter, and if in part, in such order of maturities as may be designated by the Board or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, at a Prepayment Price equal to the principal portion of Series 2025A Certificates to be prepaid, plus accrued interest to the prepayment date.

(c) Mandatory Sinking Fund Prepayment. The Series 2025A Certificates maturing on July 1, 20__ are subject to mandatory prepayment prior to maturity in part, from payments of the principal portion of Basic Rent Payments on each July 1 in the years and in the amounts set forth below at a Prepayment Price of par plus the interest accrued to the prepayment date.

Year	Amortization Installment

* Maturity

.

APPENDIX C

DISCLOSURE STATEMENT

The undersigned, BofA Securities, Inc. (the "Representative"), as representative of itself and the other Underwriters (collectively, the "Underwriters") proposes to enter into an agreement with The School Board of Manatee County, Florida, for the purchase of $[PAR] aggregate principal amount of Certificates of Participation, Series 2025A (the "Certificates"), to be completed on this date. Prior to the award of the Certificates, the following information is hereby furnished to the School Board:

1. Set forth is an itemized list of the name and estimated amounts of expenses to be incurred by the Underwriters in connection with the issuance of the Certificates:

	$/1,000	$ Amount
Underwriters' Counsel Fees	$	$
Ipreo		
DTC		
CUSIP		
New York Blue Sky Fee		
Miscellaneous		
TOTAL	$	$

2. Set forth below are the names, addresses and estimated amounts of compensation of all "finders", as defined in Section 218.386, Florida Statutes:

NONE

3. Set forth below is the Management Fee to be paid to the Underwriters in connection with the issuance of the Certificates:

NONE

4. The amount of the underwriting spread expected to be realized is as follows:

	$/1,000	$ Amount
Underwriters' Expenses	$	$
Average Takedown		
TOTAL	$	$

5. Set forth below are all fees, bonuses and other compensation estimated to be paid by the Underwriters on behalf of the School Board from Certificate proceeds in connection with the Certificate issue to all persons not regularly employed or retained by them.

NONE

6. The names and addresses of the Underwriters are as follows:

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, NY 10036

J.P. Morgan Securities LLC
1450 Brickell Avenue, 15th Floor
Miami, FL 33131

Jefferies LLC
200 South Orange Avenue, Suite 1440
Orlando, FL 32801

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement this ____ day of _____, 2025.

BOFA SECURITIES, INC., as
Representative of the Underwriters

By: _____
Tom Cai
Director

SCHEDULE 1 TO APPENDIX C

TRUTH-IN-BONDING STATEMENT

[SALE DATE], 2025

The School Board of Manatee County, Florida
Bradenton, Florida

Manatee School Board Leasing Corporation
Bradenton, Florida

Re:

$[PAR]
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a
Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the School Board of the above-captioned Certificates of Participation (the "Certificates"), BofA Securities, Inc., as representative of the Underwriters (the "Representative"), is underwriting a public offering of the Certificates pursuant to a Certificate Purchase Contract (the "Purchase Contract"), dated [SALE DATE], 2025, between the Underwriters, the Corporation and the School Board.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

The Certificates will be issued for the purposes which are more described in the Purchase Contract. This debt or obligation is expected to be repaid over a period of approximately [____] years and [____] month. At a true interest cost of approximately [_____]%, total interest paid over the life of the debt or obligation will be $[_____].

The Certificates are expected to be paid solely from the Basic Rent Payments payable under the Series 2025A Lease (as defined in the Purchase Contract). All such Basic Rent Payments are subject to annual appropriation by the School Board, and other funds provided therefor in the Trust Agreement (as defined in the Purchase Contract).

The Certificates are not secured by a pledge of the faith and credit of the Corporation, of the School Board or of the State of Florida or of any political subdivision thereof, and do not create an indebtedness of the State or of any political subdivision thereof. Approving the Certificates and entering into the Series 2025A Lease (the "Series 2025A Lease") will result in approximately $[_____] (representing the average annual lease payments with respect to the Certificates) of such funds of the School Board not being available for other services or purposes of the School Board each year the Series 2025A Lease are in effect, but in no event for longer than approximately [____] years and [____] month.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Certificates.

Very truly yours,

BofA Securities, Inc., as Representative of the Underwriters

By: _____
Tom Cai
Director

[SIGNATURE PAGE TO TRUTH IN BONDING STATEMENT]

APPENDIX D

FORM OF ISSUE PRICE CERTIFICATE

$[PAR]
CERTIFICATES OF PARTICIPATION
(The School Board of Manatee County, Florida Master Lease Program), Series 2025A
Evidencing an Undivided Proportionate Interest of
Owners thereof in Basic Rent Payments to be made under a
Master Lease-Purchase Agreement by The School Board of Manatee County, Florida

ISSUE PRICE CERTIFICATE

The undersigned, BofA Securities, Inc. (the "Representative"), on behalf of itself and J.P. Morgan Securities LLC, Jefferies LLC and Raymond James & Associates, Inc. (collectively, the "Underwriting Group") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

1. [Alternative 1[1] – All Maturities Use General Rule: ***Sale of the Certificates***. As of the date of this certificate, for each Maturity of the Certificates, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule I.][Alternative 2[2] – Select Maturities Use General Rule: ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Certificates was sold to the Public is the respective price listed in Schedule I.]

2. ***Initial Offering Price of the [Certificates] [Hold-the-Offering-Price Maturities]***

(a) [Alternative 1[3] – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Certificates to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule II.] [Alternative 2[4] – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule II.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Certificates, they would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution

[1] If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

[2] If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

[3] If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

[4] Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any Maturity of the unsold Certificates at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Certificate Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No member of the Underwriting Group has offered or sold any unsold Certificates of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.]

3. ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Certificates listed in Schedule I hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule I hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the [SALE DATE], 2025), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means The School Board of Manatee County, Florida.

(b) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is [SALE DATE], 2025.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Nabors, Giblin & Nickerson, P.A., Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC.

By:_____
Tom Cai
Director

Dated: [CLOSING DATE], 2025.

SCHEDULE I

MATURITY SCHEDULE

$[PAR]
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

GENERAL RULE MATURITIES

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

_____
(1) Yield and Price calculated to first optional prepayment date of July 1, 2033.

HOLD-THE-OFFERING-PRICE MATURITIES

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price

_____
(1) Yield and Price calculated to first optional prepayment date of July 1, 2033.

SCHEDULE II

PRICING WIRE

EXHIBIT E

FORM OF FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607

FOURTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

by and between

MANATEE SCHOOL BOARD LEASING CORPORATION,
as Lessor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

Dated [MONTH] 1, 2025

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FOURTEENTH AMENDMENT TO
ASSIGNMENT OF LEASE AGREEMENT

THIS FOURTEENTH AMENDMENT TO ASSIGNMENT OF LEASE AGREEMENT, is made and entered into on **[**MONTH**]** 1, 2025, by and between the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a not-for-profit corporation duly organized and validly existing under the laws of the State of Florida (the "Corporation") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association with corporate trust powers duly qualified to enter into this Fourteenth Amendment to Assignment of Lease Agreement, not in its individual capacity but solely as successor trustee (the "Trustee");

W I T N E S S E T H:

In the joint and initial exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

SECTION 1. RECITALS. (a) The Corporation and The School Board of Manatee County, Florida (the "Board") have entered into the Master Lease-Purchase Agreement, dated as of June 1, 1996 (which, together with all amendments and Lease Schedules thereto, shall be referred to herein as the "Lease Agreement"), between the Corporation and the Board, whereby the Corporation has agreed to lease to the Board, and the Board has agreed to lease from the Corporation, the Projects, as described in the Lease Agreement.

(b) The Corporation and Trustee have entered into the Assignment of Lease Agreement, dated as of June 1, 1996, as amended and supplemented as hereinafter described (the "Assignment Agreement"), which Assignment Agreement has been recorded at Official Records Book 1492, page 2362, of the Public Records of Manatee County, Florida.

(c) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 1996 by entering into the First Amendment to Assignment of Lease Agreement, dated as of January 1, 1998 (the "First Amendment to Assignment Agreement"), which First Amendment to Assignment Agreement has been recorded at Official Records Book 1541, page 4859, of the Public Records of Manatee County, Florida.

(d) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2004-QZAB by entering into the Second Amendment to Assignment of Lease Agreement, dated as of July 22, 2004 (the "Second Amendment to Assignment Agreement"), which Second Amendment to Assignment Agreement has been

recorded at Official Records Book 1945, page 4536, of the Public Records of Manatee County, Florida.

(e) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005A by entering into the Third Amendment to Assignment of Lease Agreement, dated as of March 1, 2005 (the "Third Amendment to Assignment Agreement"), which Third Amendment to Assignment Agreement has been recorded at Official Records Book 2006, page 1498, of the Public Records of Manatee County, Florida.

(f) The Corporation and the Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2005-QZAB by entering into the Fourth Amendment to Assignment of Lease Agreement, dated as of December 20, 2005 (the "Fourth Amendment to Assignment Agreement"), which Fourth Amendment to Assignment Agreement has been recorded at Official Records Book 02094, page 1677, of the Public Records of Manatee County, Florida.

(g) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2007 by entering into the Fifth Amendment to Assignment of Lease Agreement, dated as May 1, 2007 (the "Fifth Amendment to Assignment Agreement"), which Fifth Amendment to Assignment Agreement has been recorded at Official Records Book 02208, Page 7071, of the Public Records of Manatee County, Florida.

(h) The Corporation and Trustee amended the Assignment Agreement to acknowledge Second Amended and Restated Lease Schedule No. 1996 by entering into the Sixth Amendment to Assignment of Lease Agreement, dated as February 1, 2008 (the "Sixth Amendment to Assignment Agreement"), which Sixth Amendment to Assignment Agreement has been recorded at Official Records Book 02250, Page 0625, of the Public Records of Manatee County, Florida.

(i) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2009 by entering into the Seventh Amendment to Assignment of Lease Agreement, dated as of May 1, 2009 (the "Seventh Amendment to Assignment Agreement"), which Seventh Amendment to Assignment Agreement has been recorded at Official Records Book 02299, Page 7111, of the Public Records of Manatee County, Florida.

(j) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2010A by entering into the Eighth Amendment to Assignment of Lease Agreement, dated as of October 1, 2010 (the "Eighth Amendment to Assignment Agreement"), which Eighth Amendment to Assignment Agreement has been recorded at Official Records Book 02357, Page 6787, of the Public Records of Manatee County, Florida.

(k) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2011A by entering into the Ninth Amendment to Assignment of Lease Agreement, dated as of May 1, 2011 (the "Ninth Amendment to Assignment Agreement"), which Ninth Amendment to Assignment Agreement has been recorded at Official Records Book 2379, Page 3265, of the Public Records of Manatee County, Florida.

(l) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2005A and Amended and Restated Lease Schedule No. 2007 by entering into the Tenth Amendment to Assignment of Lease Agreement, dated as of December 1, 2015 (the "Tenth Amendment to Assignment Agreement"), which Tenth Amendment to Assignment Agreement has been recorded at Official Records Book 2600, Page 1368, of the Public Records of Manatee County, Florida.

(m) The Corporation and Trustee amended the Assignment Agreement to acknowledge Amended and Restated Lease Schedule No. 2009 by entering into the Eleventh Amendment to Assignment of Lease Agreement, dated as of October 1, 2016 (the "Eleventh Amendment to Assignment Agreement"), which Eleventh Amendment to Assignment Agreement has been recorded at Official Records Book 2646, Page 78, of the Public Records of Manatee County, Florida.

(n) The Corporation and Trustee amended the Assignment Agreement to acknowledge Third Amended and Restated Lease Schedule No. 1996 and Amended and Restated Lease Schedule No. 2011A by entering into the Twelfth Amendment to Assignment of Lease Agreement, dated December 20, 2017 (the "Twelfth Amendment to Assignment Agreement"), which Twelfth Amendment to Assignment Agreement has been recorded at Official Records Book 2706, Page 5474, of the Public Records of Manatee County, Florida.

(o) The Corporation and Trustee amended the Assignment Agreement to acknowledge Lease Schedule No. 2023A by entering into the Thirteenth Amendment to Assignment of Lease Agreement, dated as of May 1, 2023 (the "Thirteenth Amendment to Assignment Agreement"), which Thirteenth Amendment to Assignment Agreement has been recorded at Official Records Book 1492, Page 2362, of the Public Records of Manatee County, Florida.

(p) The Corporation and the Trustee deem it necessary to further amend the Assignment Agreement to acknowledge Lease Schedule No. 2025A by entering into this Fourteenth Amendment to Assignment of Lease Agreement (the "Fourteenth Amendment to Assignment Agreement").

(q) The Certificates shall be issued from time to time in order to finance and refinance the acquisition, construction and installation of the Projects and the proceeds of

the Certificates shall be deposited with the Trustee and shall be held and applied in accordance with the Trust Agreement.

(r) Pursuant to the Lease Agreement, the Board is obligated to make certain Lease Payments to the Corporation, or its assignee. In order to secure the Certificates, the Corporation is willing to assign and transfer its rights and interests under the Lease Agreement to the Trustee for the benefit of the Owners of the respective Certificates.

(s) Each of the parties hereto has authority to enter into this Fourteenth Amendment to Assignment Agreement and has taken all actions necessary to authorize its officer to enter into it.

(t) The capitalized words and terms used in this Fourteenth Amendment to Assignment Agreement, but not otherwise defined herein, shall have the meanings assigned to such words and terms in Exhibit A to the Lease Agreement.

SECTION 2. ASSIGNMENT. The Corporation, for good and valuable consideration received, does hereby irrevocably sell, assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in the Lease Agreement, as amended and supplemented, in particular as amended and supplemented by Lease Schedule No. 2025A (other than the right to receive indemnification pursuant to the Lease Agreement, the right to enter into Lease Schedules from time to time and its obligations provided in Section 6.03 of the Lease Agreement), including its right to receive Lease Payments from the Board under the Lease Agreement and its right to use, sell and re-let the Projects (under the circumstances contemplated by the Lease Agreement), and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement. All rights of the Corporation in each Lease Schedule shall be assigned to the Trustee upon execution and delivery thereof. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. Except for any Lease Schedules which are hereafter attached to the Lease Agreement and hereafter assigned by the Corporation to the Trustee pursuant to an amendment to the Assignment of Lease Agreement, as previously amended and supplemented, the sale, assignment and conveyance of the rights, title and interest of the Corporation under and to the Lease Agreement are immediately complete and effective for all purposes.

SECTION 3. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates and securing the rights of the Owners of the Certificates issued pursuant to the Trust Agreement.

SECTION 4. CORPORATION'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. The Corporation hereby confirms that the representations, warranties, and covenants of the Corporation set forth in Section 5 of the Assignment Agreement are true and correct and in full force as of the date hereof.

SECTION 5. CONFLICTS; ASSIGNMENT AGREEMENT TO CONTINUE IN FORCE. Except as herein expressly amended and supplemented, the Assignment Agreement and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of this Fourteenth Amendment to Assignment Agreement and the Assignment Agreement, the terms of this Fourteenth Amendment to Assignment Agreement shall govern.

SECTION 6. COUNTERPARTS. This Fourteenth Amendment to Assignment Agreement may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Fourteenth Amendment to Assignment Agreement. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. LAW. This Fourteenth Amendment to Assignment Agreement shall be construed under the laws of the State of Florida.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Fourteenth Amendment to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

(SEAL)

Witness: _____

Name: _____

Witness: _____

Name: _____

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

By: _____
Name: _____
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

ATTEST:

By: _____
Name: Dr. Jason Wysong
Title: Secretary/Treasurer
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

Witness: _____

Name: _____

Witness: _____

Name: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

By: _____
Name: _____
Title: Assistant Vice President
Address: 225 Water Street, Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT F

FORM OF ASSIGNMENT OF GROUND LEASE

This document prepared by:

Ritesh S. Patel, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607

ASSIGNMENT OF GROUND LEASE

from the

MANATEE SCHOOL BOARD LEASING CORPORATION

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as successor Trustee

ASSIGNMENT OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, that the **MANATEE SCHOOL BOARD LEASING CORPORATION,** a Florida single-purpose, not-for-profit corporation (the "Corporation"), for and in consideration of good and valuable considerations to it in hand paid by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as successor trustee (the "Trustee"), the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto the Trustee the instrument of ground lease and the leasehold estate created by said instrument of ground lease, being that certain Ground Lease Agreement, dated as of **[**MONTH**]** 1, 2025, as the same may be supplemented, modified or amended from time to time (the "Ground Lease"), a Memorandum of Ground Lease Agreement describing which has been duly recorded in the public records of Manatee County, Florida, granted by The School Board of Manatee County, Florida, (the "Board"), acting as the governing body of the School District of Manatee County, Florida to the Corporation in and to the Premises described therein; and

TO HAVE AND TO HOLD THE said instrument of ground lease, the leasehold estate created thereby, and any buildings and improvements thereon, unto Trustee, its successors and assigns forever; and

SECTION 1. ACCEPTANCE. The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Certificates relating to the Series 2025A Project and securing the rights of the Owners of such Certificates issued pursuant to the Trust Agreement.

SECTION 2. CONDITIONS. This Assignment of Ground Lease shall confer no rights and impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement relating to the Series 2025A Project.

SECTION 3. REPRESENTATIONS AND AGREEMENTS. (a) With respect to the sale, assignment and conveyance of the rights, title and interest of the Corporation under the Ground Lease, the Corporation represents, warrants and covenants to and with the Trustee, for the benefit of the Owners of the Certificates, that:

(i) The Corporation is a not-for-profit educational corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate powers and authority to own its property and carry on its business as now being conducted.

(ii) The Corporation is duly qualified to transact business and hold property and is in good standing in the State of Florida and wherever necessary to perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(iii) The Corporation has full power, authority and legal right to enter into and perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease; and the execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease by the Corporation have been duly authorized by all necessary corporate actions on the part of the Corporation, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligations of the Corporation or any other Person or such required approvals and consents have heretofore been duly obtained.

(iv) The execution, delivery and performance of the Ground Lease, the Trust Agreement and this Assignment of Ground Lease do not contravene any provision of any Articles of Incorporation or Bylaws of the Corporation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Corporation or any of its properties and by which the Corporation or any of its property is bound.

(v) To the Corporation's knowledge, the Ground Lease and the Trust Agreement are in full force and effect and the Corporation is not in default thereunder; and, the Ground Lease, the Trust Agreement and this Assignment of Ground Lease are legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganizations, moratoriums and creditors' rights generally and to the exercise of judicial discretion in accordance with general principles of equity.

(vi) The Corporation has complied, and will at all times hereafter comply, with and duly perform its obligations under the Ground Lease, the Trust Agreement and this Assignment of Ground Lease.

(vii) There is no pending, or to the knowledge of the Corporation, threatened, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Corporation to perform its obligations under the Ground Lease, the Trust Agreement or this Assignment of Ground Lease.

(viii) The Ground Lease and the lease rights thereunder being herein assigned are free and clear of all claims, liens, mortgages, security interests and encumbrances arising through any act or omissions of the Corporation or any Person claiming by, through or under it, except the rights of the Board under the Ground Lease and encumbrances permitted thereunder, including the Permitted Encumbrances.

(b) The Corporation does hereby covenant with the Trustee as grantee and assignee, its successors and assigns, that the Corporation (i) is the true and lawful owner of the leasehold estate created thereby, (ii) has good right to bargain, sell and transfer the same hereby, (iii) such leasehold estate of the Corporation is free and clear of any lien or encumbrance created by the Corporation, except for the "Lease Agreement" (as defined in the Ground Lease), (iv) that as of the date hereof there is no default under the terms of said Ground Lease, and (v) from and after this assignment, the Corporation will have no further interest in such Ground Lease or the leasehold estate thereby created except to enter into supplements thereto pursuant to Section 21 of the Ground Lease.

(c) The Corporation agrees to execute and deliver to the Trustee, upon request by the Trustee or the Owners of a majority in principal amount of the Certificates, any documents deemed necessary by the Trustee or such Owners to evidence further the assignment and conveyance herein made with respect to the Ground Lease.

(d) In order to secure payment of the Certificates, the Corporation hereby authorizes the Trustee to take possession of the Projects, and title thereto in accordance with the provisions of the Trust Agreement and Lease Agreement, and sell or relet such Projects, or any portion thereof, in the circumstances described in the Trust Agreement.

SECTION 4. NON-RECOURSE. The parties hereto agree that the assignment contained in this Assignment of Ground Lease shall be non-recourse with respect to the Corporation, and the Corporation shall have no liability hereunder to the Trustee or the Owners of any Certificates, with respect to the occurrence of an Event of Default or Event of Non-Appropriation by the Board under the Ground Lease.

SECTION 5. NO INDIVIDUAL LIABILITY. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Assignment of Ground Lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Assignment of Ground Lease against any member, officer, employee or agent of the parties hereto.

SECTION 6. COUNTERPARTS. This Assignment of Ground Lease may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Assignment of Ground Lease. All of such counterparts taken together shall be deemed to be one and the same instrument.

SECTION 7. DEFINITIONS. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Ground Lease.

IN WITNESS WHEREOF, the Manatee School Board Leasing Corporation, by its officer thereunto duly authorized, has affixed its corporate name and seal as of the 1st day of **[**MONTH**]**, 2025.

(SEAL)

MANATEE SCHOOL BOARD LEASING CORPORATION, as Lessor

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: _____
Title: President
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

ATTEST:

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: Dr. Jason Wysong
Title: Secretary/Treasurer
Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor Trustee

Witness: _____

Name: _____

Witness: _____

Name: _____

By: _____
Name: _____
Title: Assistant Vice President
Address: 225 Water Street
Suite 700
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____ and Dr. Jason Wysong, the President and Secretary/Treasurer, respectively, of the MANATEE SCHOOL BOARD LEASING CORPORATION, a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of **[**MONTH**]**, 2025, by _____, Assistant Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A

The Premises subject to the Ground Lease Agreement are the real property (together with all buildings, structures and improvements now or hereafter erected or situated thereon, including, without limitation, the Series 2025A Project (as defined in the Ground Lease Agreement), all fixtures, additions, alterations or replacements thereto, now or hereafter located in, or used in connection with or attached or made to such land, to the extent title thereto may rest in the Board, any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land) described as follows:

1. Artisan Lakes Elementary School. **[**TO COME**]**

2. Rye Ranch Elementary School. **[**TO COME**]**

AGENDA ITEM NO. 18.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Discussion Regarding the Appointment of Citizen Financial Oversight Committee (CFOC) Member

Executive Summary
Mr. Mike Bennett applied for appointment to the Citizen Financial Oversight Committee. His letter of request is attached for reference.

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

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

Recommendation
.

Financial Impact
There is No Financial Impact

Contact
Submitting Department: School Board

Attachments:
Mike Bennett Request to Join CFOC

Michael S. "Mike" Bennett
Supervisor of Elections

Born in Brainerd, Minnesota, Mr. Bennett moved to Bradenton with his family at 10 years old and is a proud graduate of Sarasota High School. Following high school, he joined the Navy and served 4 tours in Vietnam. After graduating with a BA and MBA from Drake University (Des Moines, Iowa), Mr. Bennett worked as an Associate Professor in the College of Business at Iowa State University, and subsequently at Drake University. From there he embarked on a business career ultimately founding Aladdin Ward Electric in Bradenton in 1985, and growing it into a thriving enterprise employing 175 people. A habitual entrepreneur, he bought, built and sold several businesses including, Ellenton Ice arena, Linger Lodge restaurant and RV park, Classic Air conditioning and others.

Mr. Bennett served in the Florida House of Representatives from 2000 to 2002. Mr. Bennett was elected to the Florida Senate from November 2002 until November 2012, Representing District 21, consisting of Manatee and Lee Counties and parts of Sarasota, Charlotte and DeSoto Counties.
While in the Florida Senate, He was involved in chairing and directing Senate committees responsible for building codes, land regulation and other rules and regulations affecting the construction and development industries. Mr. Bennett was a legislator known to be a champion of business, a community leader, and someone who gets things done.

As Senate President Pro-tem, he was often the chief negotiator between the different political parties to move to resolution of conflicts. He remains committed to those principles. Mr. Bennett passed more legislation benefiting veterans than any other sitting member, including reduction of property tax, creation of the veterans' hall of fame, and in-state college tuition for all active duty military members.

Mr. Bennett took office as Manatee County Supervisor of Elections on January 8, 2013, and was re-elected in 2016 and again in 2020. Currently, in addition to his duties as Supervisor of Elections, Mr. Bennett is a business development consultant with Bright Future Electric. In his spare time, he serves on numerous community boards including the Gulf Coast Builders Exchange and Sarasota Teen Court. Mr. Bennett is an enthusiastic supporter of Mote Marine Laboratory, the Greater Sarasota Sertoma Club, the Florida Maritime Museum, and Southeastern Guide Dogs among others.

In nine years as the Supervisor of Elections, we have been able to keep the budget consistent commensurate with election schedules, even with an increase in the voter population of over 10%, while significantly increasing staff salaries, and upgrading equipment. This has been achieved by substantially reducing expenses through efficiency of operations.

As a military veteran (U.S. Navy 1963 – 1967) Mr. Bennett remains devoted to veterans' causes. His most treasured accomplishment is the fact that his lovely wife Dee said "yes" when he asked her to marry him. They celebrated their 57th wedding anniversary in November 2023.

AGENDA ITEM NO. 18.2

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Approval of Travel Expense Associated with the School Board Members' Attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, November 7-8, 2024, at the Zota Beach Resort, Longboat Key, FL, Not to Exceed $2000.00 (General Fund)

Executive Summary
Vice-Chair Spray, Board Member Foreman, Board Messenger, and new District 5 Board Member (if applicable) would like to attend the Greater Florida Consortium of School Boards (GFCSB) Meeting November 7-8, 2024 in Long Boat Key Florida. This event was previously approved but postponed due to weather.

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.

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

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

Recommendation
Motion and approval of travel expense associated with the School Board Members' attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, November 7-8, 2024 at the Zota Beach Resort, Longboat Key, FL, not to exceed $2000.00 (General Fund).

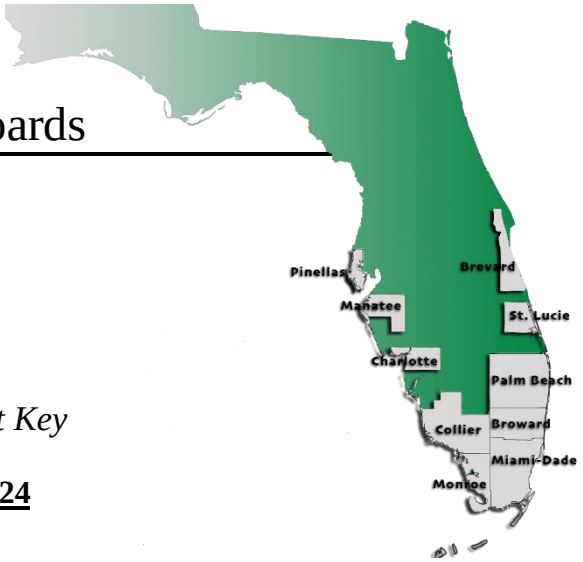
Financial Impact
The financial impact to the District will not exceed $2000.00. The source of funds is the General Fund and is included in the School Board proposed budget for FY 2024-2025.

Contact
Submitting Department: School Board

Attachments:
Nov 7-8 2024 GFCSB Meeting Agenda
Travel Expense Worksheet GFCSB Nov 7-8

Greater Florida Consortium of School Boards

Mary Foreman
215 Manatee Avenue W.
Bradenton, FL 34205
(941) 708-8770



AGENDA
Legislative Platform
Zota Beach Resort, Longboat Key

Thursday, November 7, 2024

11:30 am – 12:00 pm	Lunch
12:00 pm	Welcome by President Mary Foreman
	Color Guard
	Welcome by Superintendent Dr. Jason Wysong and video of Manatee County School District programs
	Recognition of Snacks provided by Manatee High School Culinary Arts students and Evening Orchestra Ensemble performed by Manatee High School Orchestra
	Introduction of Attendees – Including Guests
	Introduction of Partners (Tom Cerra)
	Approval of Minutes of June 1, 2024
	Resolution to Approve Signature Banking Resolution and Certificate of Incumbency designating President and President-Elect as authorized signatures on bank account
	Financial Report
	2024 Legislative Review (Lobbyists)
	2025 Legislative Outlook (Lobbyists)
	Development of Program (Draft Prepared by Lobbyists)
5:30 – 6:30 pm	Reception
6:30 – 9:00 pm	Dinner

Friday, November 8, 2024

8:00 am	Breakfast Buffet
	Distribution of 2025 Legislative Program Final Draft
	2025 Planning – Tallahassee Meeting
	New Business
12:00 pm	Adjourn

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
34	5	1	0.655	111.35		
				111.35		
Hotel/Resort fee						
234.08	1	2		**468.16**		
234.08	3	1		**702.24**		
Parking	4	20	0	**100.00**		
Registration						
0.00	0			**0.00**		
Food						
Lunch	4	1	11.00	44.00		
Dinner	4	1	19.00	76.00		
Dinner			19.00	0.00		
				120.00		
Total Expenses Anticipated				**1,613.10**		

AGENDA ITEM NO. 19.1

School Board of Manatee County
October 22, 2024 - Regular Board Meeting

Title
Year-to-Date Financial Statements Through August 31, 2024

Executive Summary
Florida Administrative Code Rule 6A-1.008, requires the Superintendent to submit a financial statement to the Board at least monthly.

General Fund - Expenditures exceeded revenues and transfers by approximately $30.7 million through the month of August, resulting in an ending fund balance of approximately $82.1 million at the end of August 2024. Revenues have increased 14.6% and expenditures increased 6.5% over August 2023.

The beginning unassigned fund balance as of July 1, 2024, was $49.2 million. The District's unassigned fund balance is projected to be a positive $50.9 million by June 30, 2025.

Food Service Fund - Expenditures exceeded revenues by $1.1 million through the month of August, resulting in an ending fund balance of $11.5 million at the end of August 2024. Expenditures exceeded revenues due to the additional materials and supplies for the beginning of the year.

Internal Service Funds - Expenditures exceeded revenues by $5.5 million through the month of August 2024.

- Health Insurance Fund - Expenditures exceeded revenues by approximately $5.6 million through the month of August, resulting in an ending net position of $7.8 million at the end of August 2024.
- Workers' Compensation Fund - Revenues exceeded expenditures by approximately $142,358 through the month of August, resulting in an ending net position of $2.1 million at the end of August 2024. Expenditures are in line with prior year claims and amounts budgeted through August 2024.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS July-August 2024
Bank Rec Certification - July 2024
Bank Rec Certification - August 2024

The School District of Manatee County



Year to Date Financial Report
through the
Period Ending August 31, 2024

(Unaudited)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
August 31, 2024

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Travel & Agency Funds	Total August 2024	Total August 2023
Assets									
Current Assets									
Cash	$ 92,164,786	$ 14,324,350	$ 275,853,715	$ 9,208,870	$ -	$ 27,166,701	$ 1,520,231	$ 420,238,652	426,209,176
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	3,184,673	-	-	-	1,284	4,857	62,127	3,252,940	2,798,247
Due From/(To)	3,965,366	(344,574)	-	-	(3,620,792)	-		-	-
Inventory	489,151	-	-	650,116		-	-	1,139,267	1,166,516
Investments		33,736	-	-	-	-	-	33,736	39,723
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	705,011	-	8,272,302	2,185,291	3,816,461	-	-	14,979,065	15,510,020
Total Assets	**100,508,987**	**14,013,512**	**284,126,016**	**12,044,277**	**196,953**	**27,171,558**	**1,582,357**	**439,643,660**	**445,723,681**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	8,858,470	-	-	-	-	-	-	8,858,470	10,256,033
Payroll Deductions & WH	8,208,676	-	-	-	-	-	-	8,208,676	7,710,813
Accounts Payable	1,372,023	-	700,522	428,321	196,953	1,142,599	-	3,840,419	2,542,512
Construction Payable	236	-	5,519,532	-	-	-	-	5,519,767	400,408
Retainage Payable	-	-	13,369	-	-	-	-	13,369	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	2,712	-	-	-	-	-	-	2,712	2,817
Estimated Unpaid Claims	-	-	-	-	-	16,143,342	-	16,143,342	16,085,781
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	-
Unearned Revenue	(7,425)	-	-	131,561	-	-	-	124,137	675,906
Deferred Revenue	-	-	7,509,642	-	-	-	-	7,509,642	7,270,785
Total Liabilities	**18,434,692**	**-**	**13,743,064**	**559,883**	**196,953**	**17,285,941**	**-**	**50,220,532**	**44,945,054**
Fund Balances									
Revenues Over (Under) Expenditures	(30,667,525)	149,173	(33,097,455)	(1,104,150)	-	(5,469,140)	335,276	(69,853,821)	(58,809,377)
Nonspendable									
Inventories	517,798	-	-	650,116	-	-	-	1,167,914	1,222,006
Restricted									
State Required Carryover	9,077,460	-	-	-	-	-	-	9,077,460	3,482,193
Food Services	-	-	-	11,938,429	-	-	-	11,938,429	14,028,485
Debt Service	-	13,864,339	-	-	-	-	-	13,864,339	12,831,068
Capital Projects	-	-	303,480,407	-	-	-	-	303,480,407	330,630,793
Other Purposes	15,072,849	-	-	-	-	15,354,757	1,247,081	31,674,687	26,261,611
Assigned									
Encumbrances	1,534,954	-	-	-	-	-	-	1,534,954	1,821,549
School and Local Programs	2,156,312	-	-	-	-	-	-	2,156,312	7,707,250
Unassigned	84,382,446	-	-	-	-	-	-	84,382,446	61,603,049
Total Fund Balances	82,074,295	14,013,512	270,382,952	11,484,395	-	9,885,617	1,582,357	389,423,128	400,778,627
Total Liabilities & Fund Balances	**$ 100,508,987**	**$ 14,013,512**	**$ 284,126,016**	**$ 12,044,277**	**$ 196,953**	**$ 27,171,558**	**$ 1,582,357**	**$ 439,643,660**	**445,723,681**

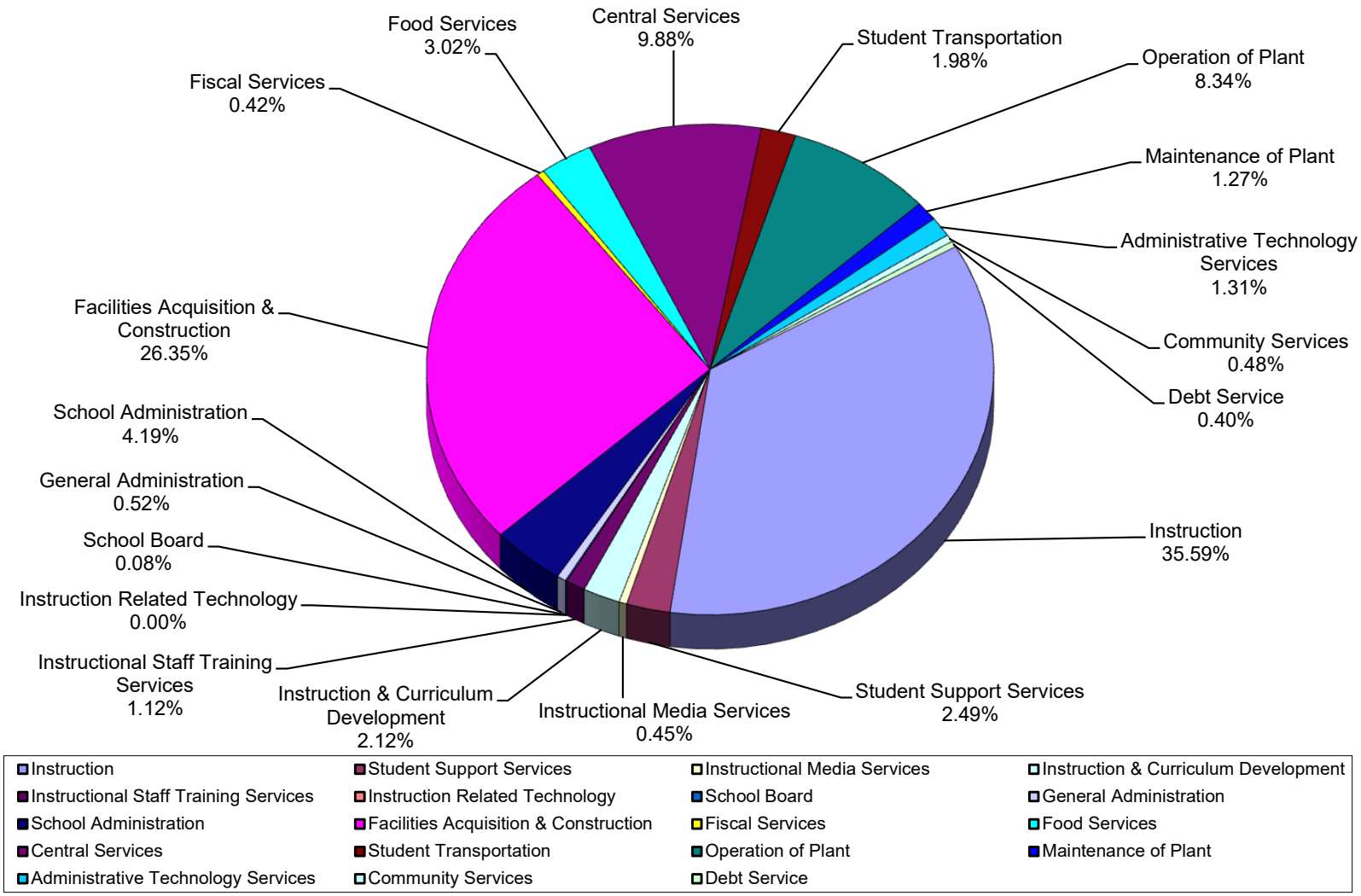
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended August 31, 2024

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total August 2024	Total August 2023
REVENUES									
Federal Direct	$ -	$ -	$ -	$ -	$ 76,119	$ -	$ 17,883	$ 94,002	716,399
Federal Through State	486,794	-	-	2,482,290	7,695,010	-	-	10,664,095	9,220,400
State	30,316,059	-	1,015,677	-	-	-	-	31,331,736	28,710,406
Local	8,427,488	149,173	8,200,291	520,438	-	5,621,234	320,333	23,238,957	22,419,127
Total Revenues	39,230,341	149,173	9,215,968	3,002,729	7,771,129	5,621,234	338,216	65,328,789	61,066,332
EXPENDITURES									
Instruction	43,845,246	-	-	-	4,482,990	-	2,750	48,330,985	44,395,007
Student Support Services	3,025,490	-	-	-	358,346	-	190	3,384,026	3,408,826
Instructional Media Services	607,682	-	-	-	-	-	-	607,682	600,536
Instruction & Curriculum Development	1,525,353	-	-	-	1,352,618	-	-	2,877,972	2,375,021
Instructional Staff Training Services	286,882	-	-	-	1,228,699	-	-	1,515,581	1,710,095
Instruction Related Technology	-	-	-	-	119	-	-	119	4,083
School Board	107,374	-	-	-	-	-	-	107,374	119,630
General Administration	525,733	-	-	-	186,393	-	-	712,127	680,884
School Administration	5,692,346	-	-	-	-	-	-	5,692,346	5,307,589
Facilities Acquisition & Construction	1,273,436	-	34,503,232	-	-	-	-	35,776,668	23,771,058
Fiscal Services	553,681	-	-	-	20,328	-	-	574,010	517,286
Food Services	-	-	-	4,106,879	-	-	-	4,106,879	4,117,782
Central Services	2,288,964	-	-	-	36,970	11,090,374	-	13,416,308	14,629,053
Student Transportation	2,620,126	-	-	-	64,233	-	-	2,684,359	2,292,210
Operation of Plant	11,283,824	-	-	-	36,348	-	-	11,320,172	12,026,534
Maintenance of Plant	1,722,742	-	-	-	-	-	-	1,722,742	1,669,587
Administrative Technology Services	1,773,028	-	-	-	-	-	-	1,773,028	1,435,837
Community Services	649,447	-	-	-	4,085	-	-	653,532	517,708
Debt Service	-	1,500	536,346	-	-	-	-	537,846	296,983
Total Expenditures	77,781,355	1,500	35,039,579	4,106,879	7,771,129	11,090,374	2,940	135,793,755	119,875,708
Excess (Deficiency) of Revenue Over (Under) Expenditures	(38,551,014)	147,673	(25,823,611)	(1,104,150)	-	(5,469,140)	335,276	(70,464,966)	(58,809,377)
Other Financing Sources (Uses)									
Other Financing Sources	-	-	611,145	-	-	-	-	611,145	-
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	7,883,489	1,500	-	-	-	-	-	7,884,989	8,552,191
Transfers Out	-	-	(7,884,989)	-	-	-	-	(7,884,989)	(8,552,191)
Total Other Financing Sources (Uses)	7,883,489	1,500	(7,273,844)	-	-	-	-	611,145	(0)
Net Change in Fund Balance	(30,667,525)	149,173	(33,097,455)	(1,104,150)	-	(5,469,140)	335,276	(69,853,821)	(58,809,377)
Fund Balances, Beginning	112,741,820	13,864,339	303,480,407	12,588,545	-	15,354,757	1,247,081	459,276,949	459,588,004
Fund Balances, Ending	$ 82,074,295	$ 14,013,512	$ 270,382,952	$ 11,484,395	$ -	$ 9,885,617	$ 1,582,357	$ 389,423,128	400,778,627

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

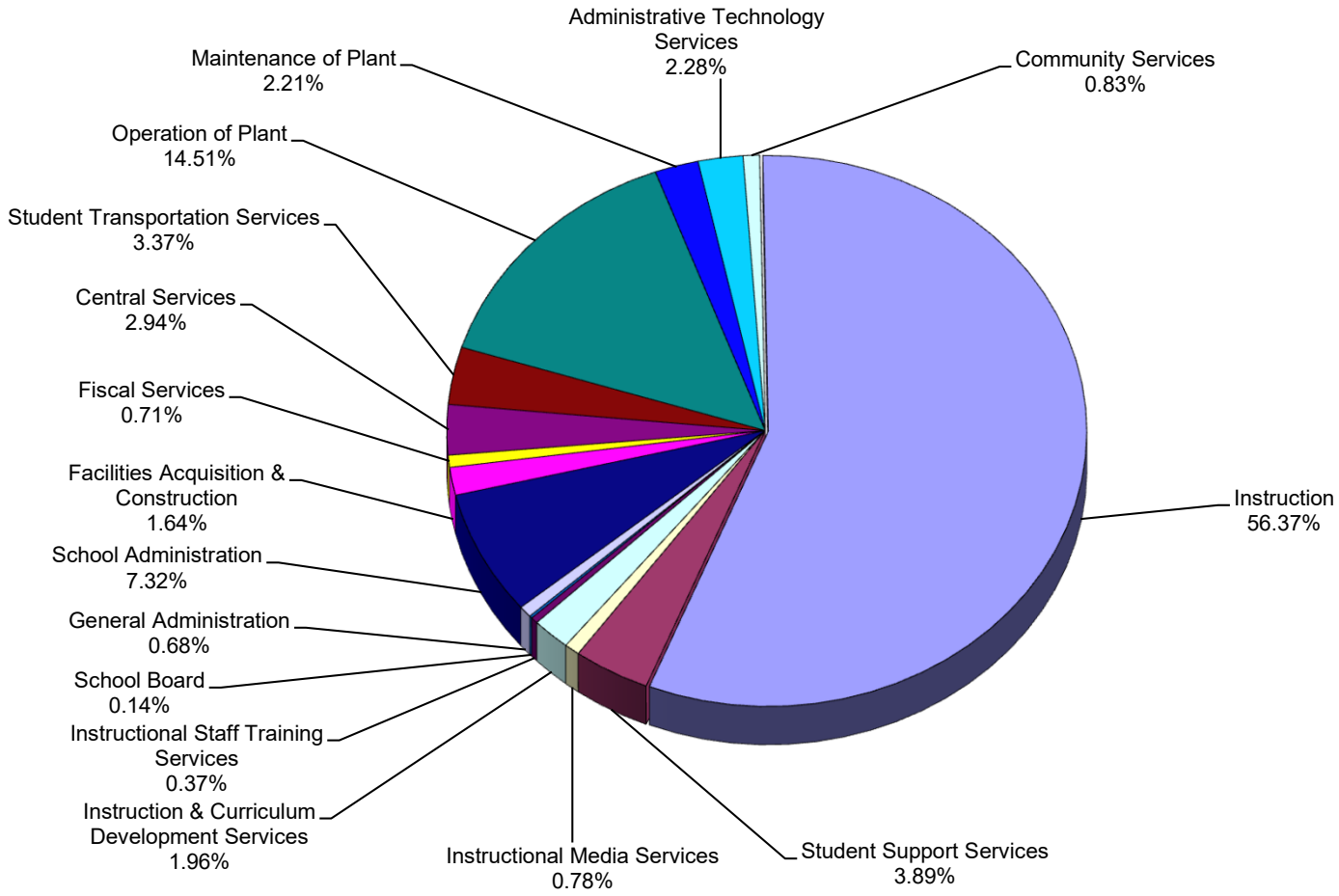
Expenditures by Function - All Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ending August 31, 2024

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 720,000	$ 720,000	$ -	$ (720,000)	0%	24,857
Miscellaneous Federal Direct	3,584	3,584	-	(3,584)	0%	-
Total Federal Direct	723,584	723,584	-	(723,584)	0%	24,857
Federal Through State:						
Vocational Education Act	-	-	-	-		-
Medicaid	905,000	905,000	65,246	(839,754)	7%	44,879
Individuals with Disabilities	115,000	115,385	34,855	(80,530)	30%	7,476
Educational Stabilization K-12	-	-	-	-		-
Educational Stabilization Workforce	-	-	-	-		-
Educational Stabilization VPK	-	-	-	-		-
Miscellaneous Federal Through State	-	1,073,397	386,693	(686,704)	36%	237,689
Total Federal Through State	1,020,000	2,093,782	486,794	(1,606,988)	23%	290,044
State:						
Florida Education Finance Program (FEFP)	118,431,370	118,431,370	19,336,332	(99,095,038)	16%	17,327,406
Workforce Development	10,347,179	10,347,179	1,724,528	(8,622,651)	17%	1,690,716
Workforce Education Performance Incentive	600,000	600,000	57,750	(542,250)	10%	-
CO&DS Withheld for Administrative Expenditures	31,200	31,200	-	(31,200)	0%	-
State License Tax	360,000	360,000	5,649	(354,351)	2%	8,790
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,400,319	50,400,319	8,400,054	(42,000,265)	17%	8,172,276
Florida School Recognition Funds	-	-	-	-		-
Voluntary Prekindergarten Program	2,256,570	2,256,570	56,136	(2,200,434)	2%	59,074
Other Miscellaneous State Revenue	51,520	744,691	735,610	(9,081)	99%	24,204
Total State	182,478,158	183,171,329	30,316,059	(152,855,270)	17%	27,282,466
Local:						
Required Local Effort & District Nonvoted Operating Disc	286,869,142	286,869,142	118,176	(286,750,966)	0%	-
District Voted Additional Operating Tax	75,511,751	75,511,751	29,942	(75,481,809)	0%	-
Lease Revenue	294,600	297,650	20,586	(277,064)	7%	21,409
Interest on Investments	11,000,000	11,136,815	2,825,221	(8,311,594)	25%	2,199,392
Student and Adult a la Carte	-	-	-	-		-
Catering/Specials	-	-	-	-		-
Net Increase (Decrease) in Fair Value	-	1,369	1,369	-	100%	30
Gifts, Grants and Bequests	-	308	1,143	835	371%	3,872
Vending Sales	-	-	-	-		-
Student Fees:						
Adult Gen Ed Course Fees	140,000	140,000	86,370	(53,630)	62%	65,495
Post Secondary Vocational Ed Course Fees	1,960,000	1,960,000	1,448,848	(511,152)	74%	1,290,166
Continuing Workforce Education Course Fees	135,000	135,000	19,432	(115,568)	14%	-
Capital Improvement Fees	184,000	184,000	141,286	(42,714)	77%	118,265
Post Secondary Lab Fees	1,300,000	1,300,000	1,081,497	(218,503)	83%	794,860
Lifelong Learning Fees	6,000	6,000	1,146	(4,854)	19%	100
GED Testing Fees	24,000	24,000	4,784	(19,216)	20%	1,641
Other Student Fees	215,400	619,907	579,200	(40,707)	93%	393,018
Other Fees:						
Preschool Program Fees	955,500	955,500	31,139	(924,361)	3%	15,923
School Age Child Care Fees	6,485,000	6,485,000	672,508	(5,812,492)	10%	662,626
Other Schools, Courses and Classes Fees	17,200	17,200	3,611	(13,589)	21%	-
Miscellaneous Local:						
Bus Fees	65,000	65,000	2,256	(62,744)	3%	-
Transportation Services Rendered for School Activities	35,000	35,000	980	(34,020)	3%	294
Sale of Junk	184,000	184,000	3,992	(180,008)	2%	7,300
Receipt of Federal Indirect Cost Rate	1,400,000	1,400,000	187,554	(1,212,446)	13%	260,134
Other Miscellaneous Local Sources	2,509,225	2,448,418	903,444	(1,544,974)	37%	552,148
Refund of Prior Year's Expenditures	-	-	463	463		1,478
Collections for Lost, Damaged and Sold Textbooks	-	2,165	2,165	-	100%	-
Receipt of Food Service Indirect Costs	2,000,000	2,000,000	260,376	(1,739,624)	13%	240,012
Total Local	391,290,818	391,778,225	8,427,488	(383,350,738)	2%	6,628,164
Total Revenues	575,512,560	577,766,920	39,230,341	(538,536,579)	7%	34,225,530
Expenditures (by Function)						
Current:						
Instruction	436,533,273	437,936,486	43,845,246	394,091,241	10%	41,192,417
Student Support Services	30,119,211	30,534,798	3,025,490	27,509,308	10%	2,423,893
Instructional Media Services	5,750,308	5,751,308	607,682	5,143,627	11%	600,419
Instruction & Curriculum Development Services	9,038,935	9,339,578	1,525,353	7,814,224	16%	1,265,183
Instructional Staff Training Services	2,017,134	1,778,257	286,882	1,491,375	16%	241,503
Instruction-Related Technology	147	147	-	147	0%	-
School Board	1,630,123	1,712,123	107,374	1,604,749	6%	119,630
General Administration	4,440,064	4,440,064	525,733	3,914,331	12%	420,750
School Administration	38,952,677	38,923,713	5,692,346	33,231,367	15%	5,307,589
Facilities Acquisition & Construction	9,185,506	9,185,506	1,273,436	7,912,070	14%	996,392
Fiscal Services	3,881,577	3,881,577	553,681	3,327,896	14%	484,672
Food Services	-	-	-	-		-
Central Services	16,646,461	16,532,766	2,288,964	14,243,802	14%	2,095,175
Student Transportation Services	21,243,010	21,388,310	2,620,126	18,768,184	12%	2,245,247
Operation of Plant	53,906,399	54,126,676	11,283,824	42,842,853	21%	12,014,122
Maintenance of Plant	12,340,728	12,341,580	1,722,742	10,618,837	14%	1,669,587
Administrative Technology Services	9,114,384	9,115,745	1,773,028	7,342,717	19%	1,411,933
Community Services	6,944,106	6,945,048	649,447	6,295,600	9%	517,708
Debt Service	655,377	655,377	-	655,377	0%	-
Total Expenditures	662,399,420	664,589,060	77,781,355	586,807,706	12%	73,006,220
Excess (Deficiency) of Revenues Over (Under) Expenditures	(86,886,860)	(86,822,140)	(38,551,014)	48,271,127		(38,780,690)
OTHER FINANCING SOURCES (USES)						
Other Loss Recovery	-	-	-	-		-
Transfers In:						
From Capital Project Funds	24,916,839	24,918,325	7,883,489	(17,034,837)	32%	8,550,691
From Special Revenue Funds	-	13,346	-	(13,346)	0%	-
Transfers Out:						
To Capital Project Funds	-	-	-	-		-
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	24,916,839	24,931,671	7,883,489	(17,048,183)	32%	8,550,691
Net Change in Fund Balance	(61,970,021)	(61,890,469)	(30,667,525)	31,222,944		(30,229,999)
Fund Balance, Beginning	112,741,820	112,741,820	112,741,820	-		85,961,974
Nonspendable	517,798	-		-		-
Restricted	1,009,672	-		-		-
Assigned	-	-		-		-
Unassigned	49,244,329	50,851,351		-		
Fund Balance, Ending	$ 50,771,799	$ 50,851,351	$ 82,074,295	$ 31,222,944		55,731,975

Expenditures by Function - General Fund



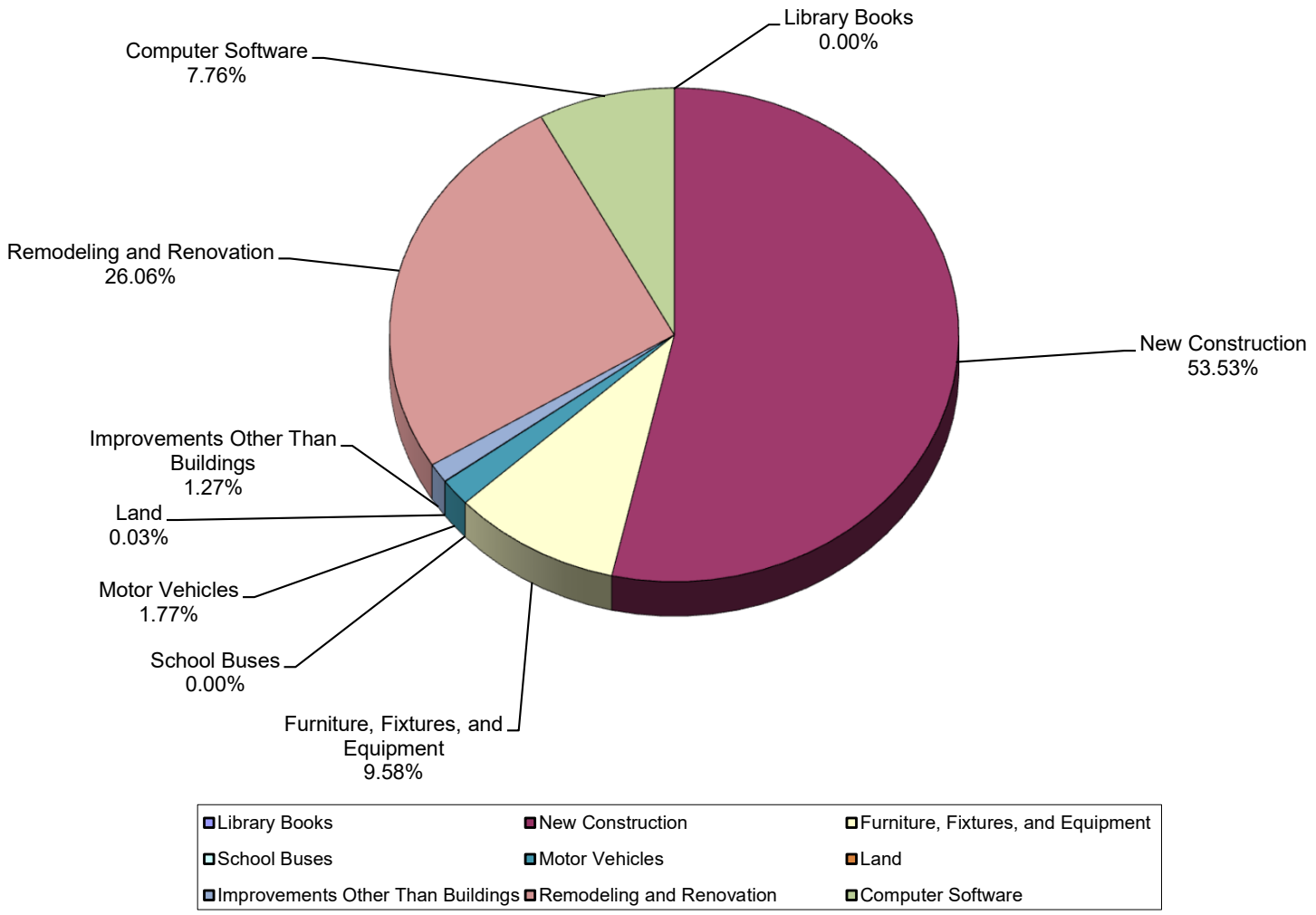
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended August 31, 2024

	Original Budget	Current Budget	YTD Actuals	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ -	$ (1,005,960)	0%	474,310
Total Federal Direct	1,005,960	1,005,960	-	(1,005,960)		474,310
State:						
CO&DS Withheld for Bonds	339,800	339,800	-	(339,800)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	339,800	339,800	-	(339,800)	0%	-
Local:						
Interest on Investments	275,000	423,854	16,768	(407,086)	4%	14,679
Net Increase (Decrease) in the Fair Value	-	(132,405)	132,405	264,810	-100%	105,228
Total Local	275,000	291,450	149,173	(142,276)	51%	119,907
Total Revenues	1,620,760	1,637,210	149,173	(1,488,036)	9%	594,217
EXPENDITURES						
Current:						
Redemption of Principal	20,034,323	20,034,323	-	20,034,323	0%	-
Interest	15,289,128	15,289,128	-	15,289,128	0%	-
Dues and Fees	16,360	16,360	1,500	14,860	9%	5,662
Other Debt Service	-	-	-	-		-
Total Debt Service	35,339,811	35,339,811	1,500	35,338,311	0%	5,662
Total Expenditures	35,339,811	35,339,811	1,500	35,338,311	0%	5,662
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	(33,719,051)	(33,702,601)	147,673	33,850,274		588,555
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	33,994,051	33,994,051	1,500	(33,992,551)	0%	1,500
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	33,994,051	33,994,051	1,500	(33,992,551)		1,500
Total Other Financing Sources (Uses)	33,994,051	33,994,051	1,500	(33,992,551)	0%	1,500
Net Change in Fund Balances	275,000	291,450	149,173	(142,276)		590,055
Fund Balances, Beginning	13,864,339	13,864,339	13,864,339	-		12,831,068
Fund Balances, Ending	$ 14,139,339	$ 14,155,788	$ 14,013,512	$ (142,276)		13,421,123

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Project Funds
For Month Ended August 31, 2024

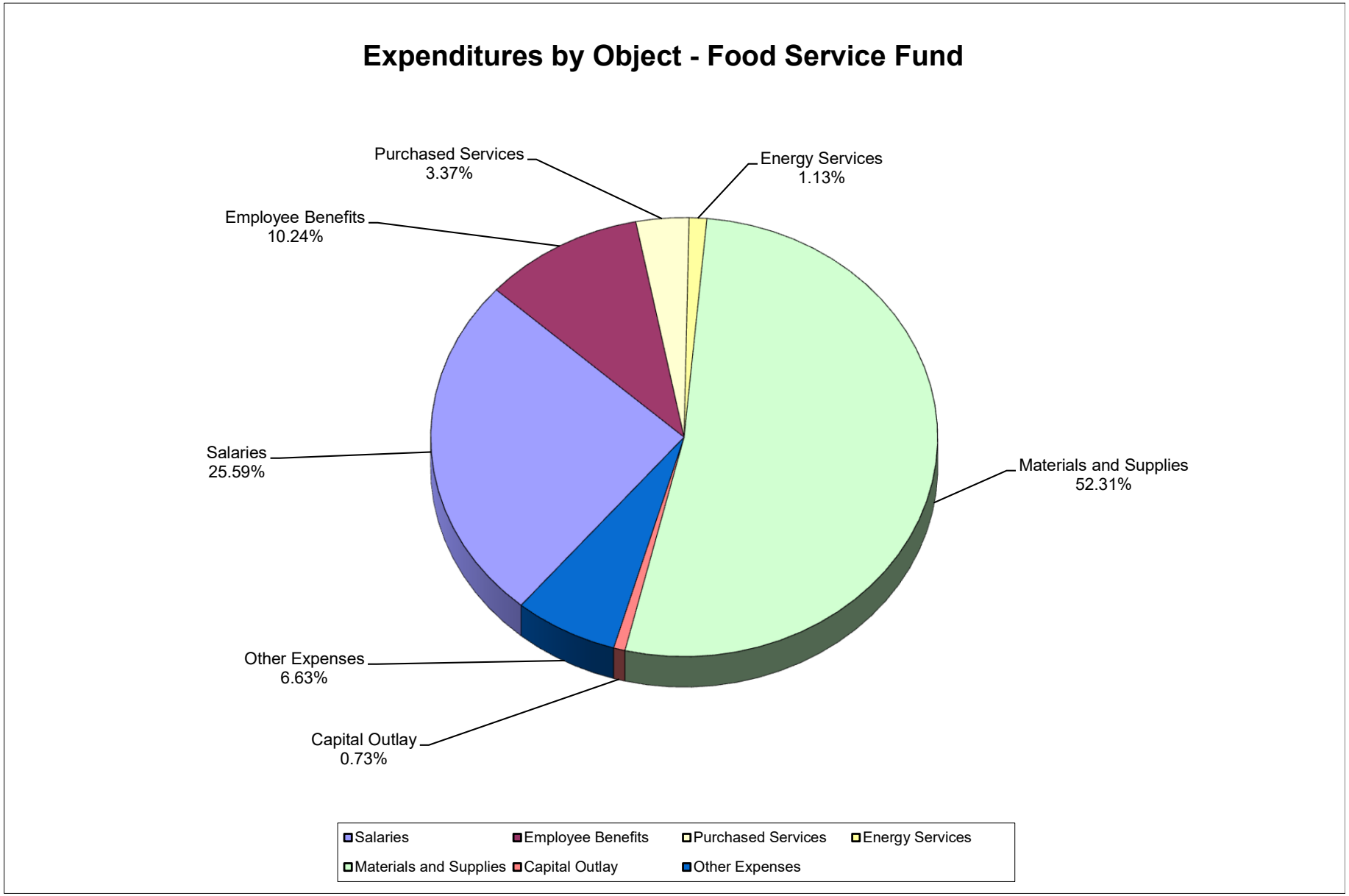
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
State:						
CO&DS Distributed	$ 1,712,268	$ 1,712,268	$ -	$ 1,712,268	0%	-
Interest on CO&DS	55,566	59,288	59,288	-	100%	-
Public Education Capital Outlay PECO	3,748,001	3,748,001	-	3,748,001	0%	-
Charter School Cap Outlay PECO	6,745,480	6,745,480	956,389	5,789,091	14%	720,611
Other Miscellaneous State Revenue	4,341,987	4,341,987	-	4,341,987	0%	707,330
Total State Sources	16,603,303	16,607,024	1,015,677	15,591,347	6%	1,427,941
Local:						
District Capital Taxes	113,267,626	113,267,626	44,973	113,222,653	0%	-
Local Sales Tax	53,756,695	53,756,695	3,007,155	50,749,540	6%	3,390,359
Interest on Investments	6,382,709	6,382,709	1,269,806	5,112,903	20%	2,517,692
Other Miscellaneous Local Sources	79,875	79,875	-	79,875	0%	57,705
Impact Fees	32,650,000	32,650,000	3,878,356	28,771,644	12%	4,689,572
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	206,136,905	206,136,905	8,200,291	197,936,615	4%	10,655,328
Total Revenues	222,740,208	222,743,930	9,215,968	213,527,962	4%	12,083,269
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	364,905,398	364,315,044	18,468,223	345,846,821	5%	10,802,109
Furniture, Fixtures, and Equipment	16,324,706	16,915,060	3,306,361	13,608,699	20%	1,780,948
School Buses	2,691,705	2,691,705	-	2,691,705	0%	223,198
Motor Vehicles	634,686	844,971	611,145	233,826	72%	-
Land	5,000,000	5,000,000	10,000	4,990,000	0%	-
Improvements Other Than Buildings	6,212,701	6,212,701	437,256	5,775,445	7%	631,319
Remodeling and Renovation	79,024,468	79,024,468	8,991,558	70,032,910	11%	6,419,197
Computer Software	4,112,187	4,112,187	2,678,689	1,433,498	65%	2,761,459
Total Capital Outlay	478,905,851	479,116,136	34,503,232	444,612,904	7%	22,618,228
Other Expenses:						
Charter School Capital Outlay 1.5 M	5,329,781	5,329,781	-	5,329,781	0%	-
Charter School Capital Outlay Sales Tax	201,761	201,761	-	201,761	0%	156,437
Total Other Expenses	5,531,542	5,531,542	-	5,531,542		156,437
Debt Service:						
Redemption of Principal	1,819,333	1,847,190	514,204	1,332,986	28%	290,708
Interest	-	22,143	22,143	-	100%	613
Dues and Fees	-	-	-	-		-
Total Debt Service	1,819,333	1,869,333	536,346	1,332,986	29%	291,321
Total Expenditures	486,256,726	486,517,011	35,039,579	451,477,432	7%	23,065,987
Excess (Deficiency) of Revenues Over (Under) Expenditures	(263,516,518)	(263,773,081)	(25,823,611)	237,949,470		(10,982,718)
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Lease Agreements and SBITAs	401,797	612,082	611,145	937		-
Certificates of Participation Issued	140,000,000	140,000,000	-	140,000,000	0%	-
Premiums on Certificates of Participation Issued	-	-	-	-		-
Proceeds of Lease-Purchase Agreements	-	-	-	-		-
Transfers In:						
From General Fund	-	-	-	-		-
Transfers Out:						
To General Fund	(24,916,840)	(24,918,325)	(7,883,489)	(17,034,837)	32%	(8,550,691)
To Debt Service	(33,994,051)	(33,994,051)	(1,500)	(33,992,551)	0%	(1,500)
Total Transfers	(58,910,890)	(58,912,376)	(7,884,989)	(51,027,387)		(8,552,191)
Total Other Financing Sources (Uses)	81,490,906	81,699,706	(7,273,844)	(88,973,550)	-9%	(8,552,191)
Net Change in Fund Balances	(182,025,611)	(182,073,376)	(33,097,455)	148,975,921		(19,534,909)
Fund Balances, Beginning	303,480,407	303,480,407	303,480,407	-		330,630,793
Fund Balances, Ending	$ 121,454,796	$ 121,407,032	$ 270,382,952	$ 148,975,921		311,095,884

Expenditures by Object - Capital Projects Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Funds
For Month Ended August 31, 2024

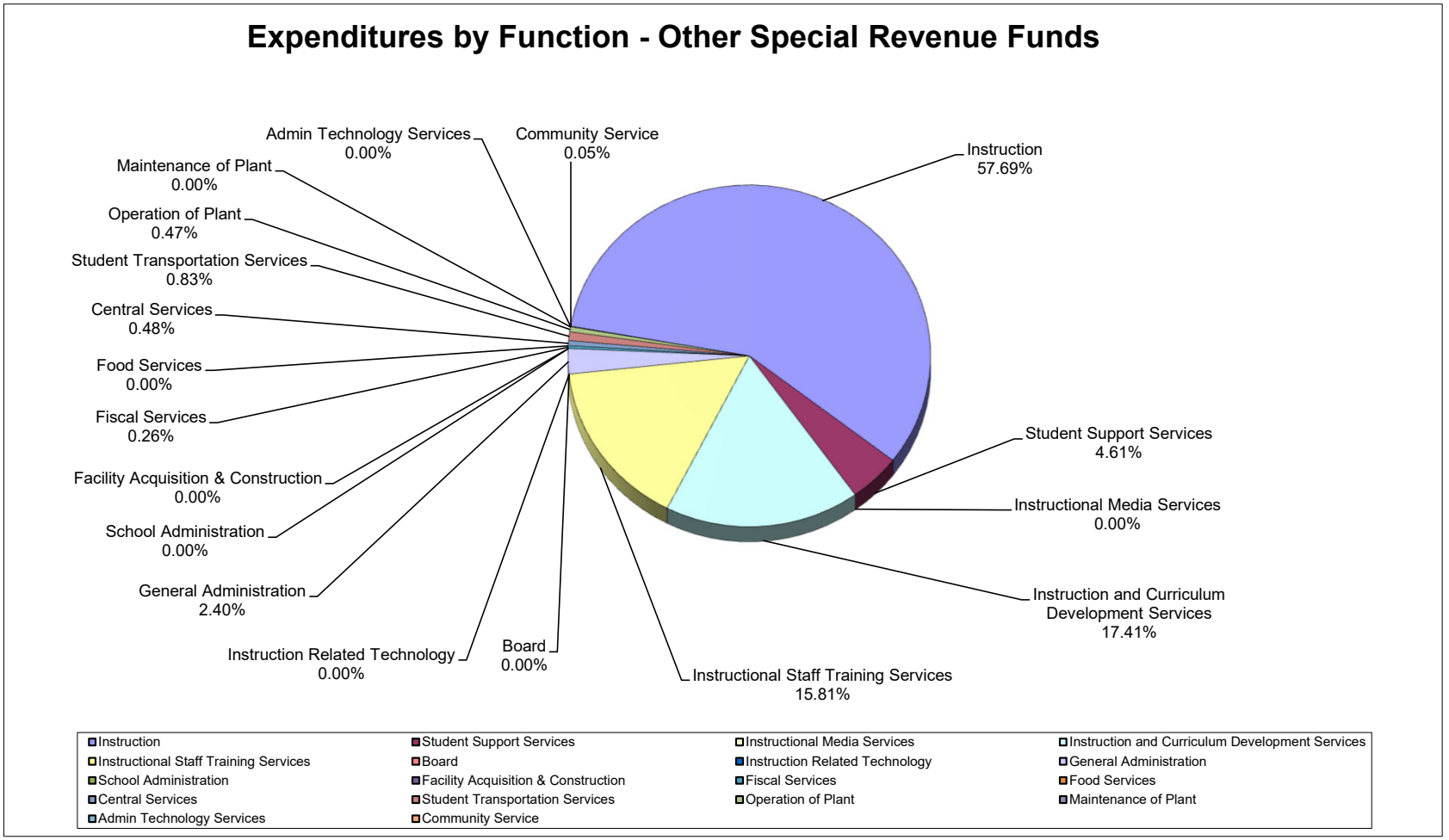
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	-	$ -		-
School Lunch Reimbursement	18,026,000	18,026,000	1,789,499	16,236,501	10%	1,438,512
School Breakfast Reimbursement	6,814,900	6,814,900	576,476	6,238,424	8%	456,482
After-School Snack Reimbursement	135,725	135,725	25,150	110,575	19%	8,319
Child Care Food Program	1,262,525	1,262,525	85,384	1,177,141	7%	76,219
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190	0%	-
Cash n Lieu of Donated	80,000	80,000	5,782	74,218	7%	5,423
Summer Food Service Program	-	-	-	-		-
Other Food Service Revenue	-	37,250	-	37,250	0%	-
Total Federal Through State	28,532,340	28,569,590	2,482,290	26,087,300	9%	1,984,954
State:						
School Breakfast Supplement	150,000	150,000	-	150,000	0%	-
School Lunch Supplement	170,000	170,000	-	170,000	0%	-
Other Miscellaneous State	-	-	-	-		-
Total State	320,000	320,000	-	320,000	0%	-
Local:						
Interest on Investments	420,000	420,000	5,052	414,948	1%	69,944
Student Lunches	4,400,000	4,400,000	317,466	4,082,534	7%	1,399
Student Breakfasts	-	-	-	-		52
Adult Breakfast/Lunch	190,000	190,000	9,368	180,632	5%	2,507
Student/Adult Ala Carte	2,400,000	2,400,000	170,325	2,229,675	7%	(676)
Catering/Special	46,000	46,000	3,215	42,786	7%	676
Other Food Sales	-	-	-	-		29
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(109)	109		109
Sale of Junk	-	-	-	-		-
Other Miscellaneous Local Sources	150,000	150,000	15,121	134,879	10%	-
Refund of Prior Year Expense	-	-	-	-		-
Total Local	7,606,000	7,606,000	520,438	7,085,562	7%	74,039
Total Revenues	36,458,340	36,495,590	3,002,729	33,492,861	8%	2,058,993
EXPENDITURES						
Current:						
Salaries	9,602,000	9,602,000	1,051,026	8,550,974	11%	1,069,393
Employee Benefits	3,701,161	3,701,161	420,430	3,280,732	11%	369,725
Purchased Services	865,243	870,265	138,596	731,669	16%	170,027
Energy Services	650,000	650,000	46,219	603,781	7%	87,434
Materials and Supplies	20,481,050	20,498,596	2,148,263	18,350,333	10%	2,106,710
Capital Outlay	940,000	940,000	30,170	909,831	3%	74,480
Other Expenses	1,821,000	1,822,336	272,176	1,550,160	15%	240,012
Total Food Service	38,060,454	38,084,358	4,106,879	33,977,479	11%	4,117,782
Total Expenditures	38,060,454	38,084,358	4,106,879	33,977,479	11%	4,117,782
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,602,114)	(1,588,768)	(1,104,150)	(484,618)		(2,058,788)
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	(13,346)	-	(13,346)	0%	-
	-	-	-	-		-
Total Other Financing Sources (Uses)	-	(13,346)	-	(13,346)		-
Net Change in Fund Balance	(1,602,114)	(1,602,114)	(1,104,150)	(497,964)		(2,058,788)
Fund Balance, Beginning	12,588,545	12,588,545	12,588,545	-		14,607,124
Fund Balance, Ending	$ 10,986,431	$ 10,986,431	11,484,395	$ (497,964)		12,548,336


Expenditures by Object - Food Service Fund
Purchased Services
3.37%
Energy Services
1.13%
Employee Benefits
10.24%
Salaries
25.59%
Materials and Supplies
52.31%
Other Expenses
6.63%
Capital Outlay
0.73%
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 August 31, 2024

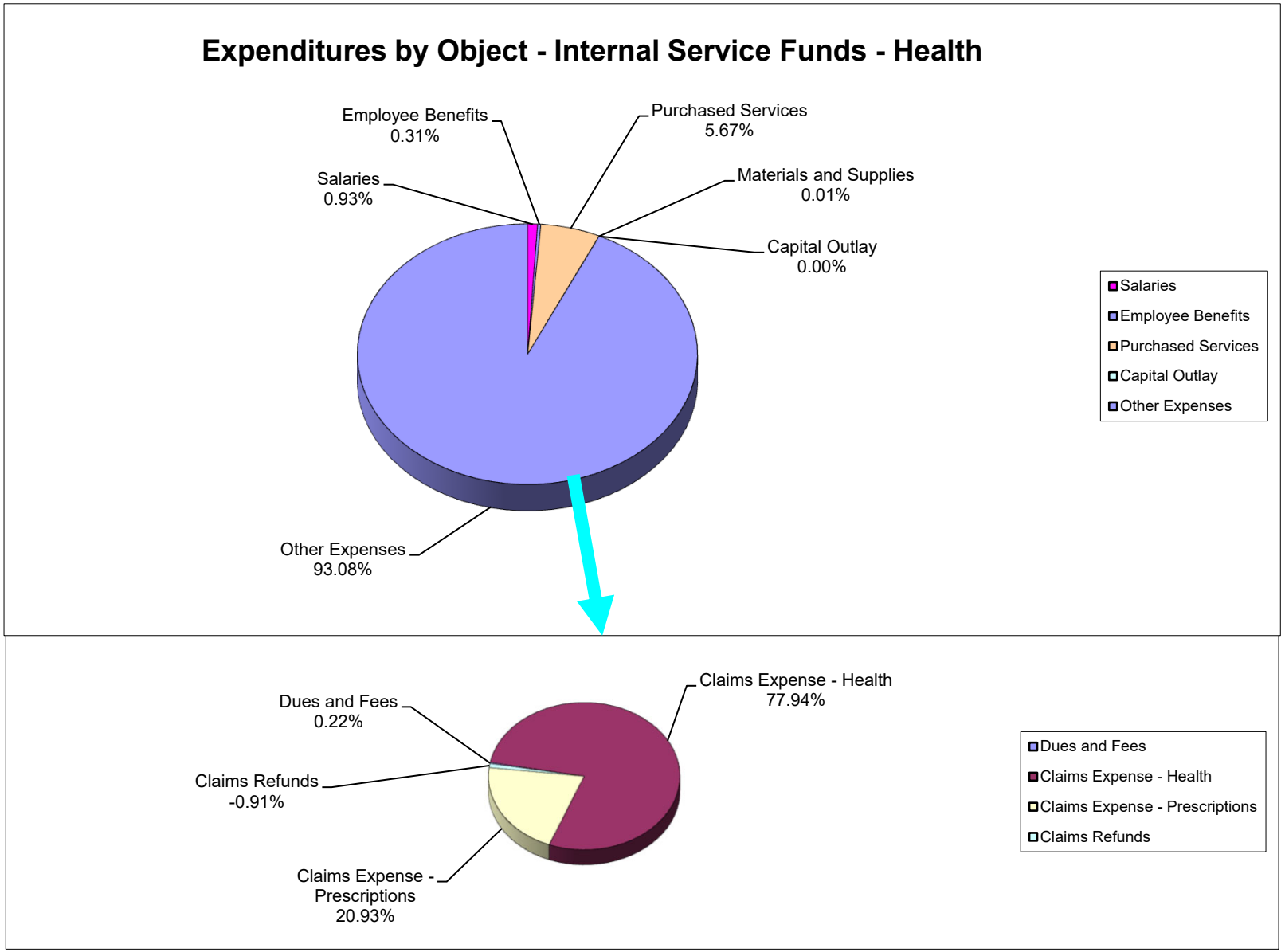
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	$ -		-
Pell	-	-	-	-		4,369
Miscellaneous Federal Direct	-	79,350	76,119	3,231	96%	117,191
Total Federal Direct	-	79,350	76,119	3,231	96%	121,561
Federal Through State:						
Career and Technical Education	-	707,671	114,378	593,293	16%	39,011
Teacher/Principal Training & Recruiting	2,256,044	2,256,044	344,424	1,911,620	15%	257,907
Adult Migrant Education	-	-	51,411	(51,411)		52,257
Eng Lit and Civics Education	-	95,206	10,472	84,734	11%	4,528
Individuals with Disabilities Education Act	19,190,477	19,308,238	1,213,429	18,094,809	6%	989,591
Elementary and Secondary Education Act Title I	13,503,107	15,410,684	2,212,677	13,198,007	14%	1,563,168
Language Instruction Title III	-	1,050,443	107,177	943,266	10%	121,630
Adult General Education	-	617,662	69,270	548,392	11%	32,788
21st Century Schools - Title IV	-	1,375,870	104,145	1,271,725	8%	123,063
Educational Stabilization Funds - K-12	-	-	3,444,584	(3,444,584)		3,661,950
Educational Stabilization Funds - Workforce		-	(529)	529		56,997
Educational Stabilization Funds - VPK		-	-	-		28,092
Other Federal Through State	-	667,055	23,573	643,481	4%	14,421
Total Federal Through State	34,949,628	41,488,873	7,695,010	33,793,863	19%	6,945,401
Total Revenues	34,949,628	41,568,223	7,771,129	33,797,094	19%	7,066,962
EXPENDITURES						
Current:						
Instruction	16,943,101	19,329,102	4,482,990	14,846,113	23%	3,099,014
Student Support Services	1,188,789	2,939,185	358,346	2,580,839	12%	983,651
Instructional Media Services	-	-	-	-		-
Instruction and Curriculum Development Services	10,700,171	12,013,211	1,352,618	10,660,593	11%	1,109,838
Instructional Staff Training Services	4,626,843	5,426,584	1,228,699	4,197,885	23%	1,468,592
Board	-	-	-	-		-
Instruction Related Technology	2,456	2,456	119	2,337	5%	4,083
General Administration	1,347,066	1,633,035	186,393	1,446,642	11%	260,134
School Administration	-	(183)	-	(183)	0%	-
Facility Acquisition & Construction	-	-	-	-		-
Fiscal Services	-	(10,237)	20,328	(30,565)	-199%	32,614
Food Services	-	(3,716)	-	(3,716)	0%	-
Central Services	77,000	23,852	36,970	(13,118)	155%	25,757
Student Transportation Services	64,203	212,730	64,233	148,497	30%	46,963
Operation of Plant	-	(1,478)	36,348	(37,826)	-2460%	12,412
Maintenance of Plant	-	-	-	-		-
Admin Technology Services	-	(1,578)	-	(1,578)	0%	23,904
Community Services	-	5,259	4,085	1,174	78%	-
Total Expenditures	34,949,628	41,568,223	7,771,129	33,797,094	19%	7,066,962
Excess (Deficiency) of Revenues Over (Under) Expenditures	(0)	-	-	-		(0)
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	-	-	-		-
To Internal Service Fund	-	-	-	-		-
Total Other Financing Sources (Uses)	-	-	-	-		-
Net Change in Fund Balance	(0)	-	0	(0)		(0)
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ (0)	$ -	$ 0	$ (0)		(0)

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


Expenditures by Function - Other Special Revenue Funds
Admin Technology Services 0.00%
Community Service 0.05%
Instruction 57.69%
Maintenance of Plant 0.00%
Operation of Plant 0.47%
Student Transportation Services 0.83%
Central Services 0.48%
Food Services 0.00%
Fiscal Services 0.26%
Facility Acquisition & Construction 0.00%
School Administration 0.00%
General Administration 2.40%
Instruction Related Technology 0.00%
Board 0.00%
Instructional Staff Training Services 15.81%
Instruction and Curriculum Development Services 17.41%
Instructional Media Services 0.00%
Student Support Services 4.61%
Instruction
Student Support Services
Instructional Media Services
Instruction and Curriculum Development Services
Instructional Staff Training Services
Board
Instruction Related Technology
General Administration
School Administration
Facility Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Admin Technology Services
Community Service

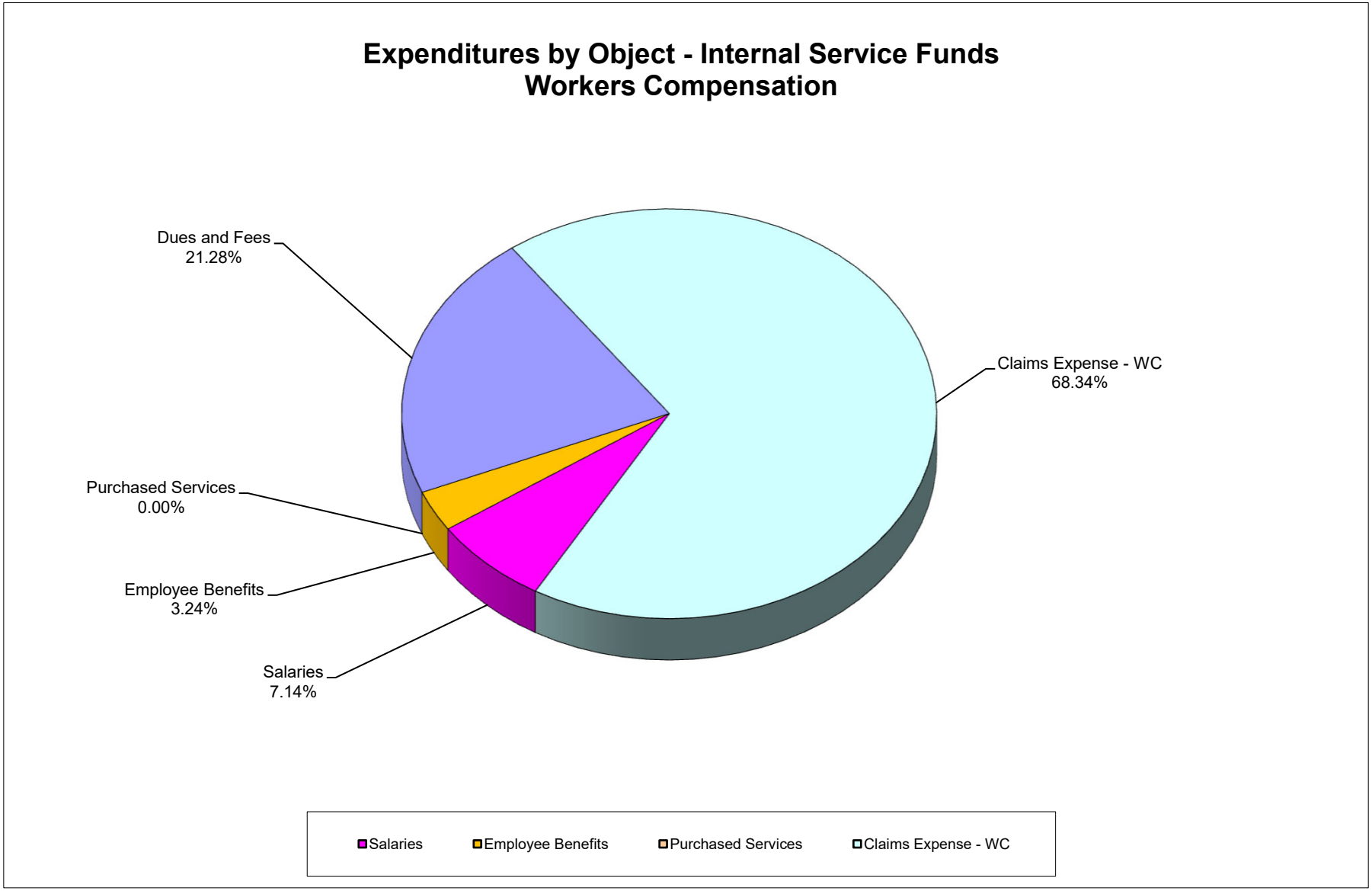
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Health
For Month Ended August 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Operating Revenues:						
Premium - Employer	$ 43,648,050	$ 43,648,050	$ 3,619,882	$ 40,028,168	8%	2,745,446
Premium - Employee	14,016,875	14,016,875	1,181,558	12,835,317	8%	958,324
Premium - Retiree	1,350,000	1,350,000	204,835	1,145,165	15%	295,915
Premium - Leave/COBRA	390,000	390,000	24,980	365,020	6%	45,858
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	59,404,925	59,404,925	5,031,254	54,373,671	8%	4,045,542
Total Revenues	59,404,925	59,404,925	5,031,254	54,373,671	8%	4,045,542
EXPENDITURES						
Operating Expenditures:						
Salaries	576,357	576,357	99,403	476,954	17%	102,335
Employee Benefits	553,471	553,471	32,542	520,929	6%	29,756
Purchased Services	3,037,433	3,037,433	603,772	2,433,661	20%	468,515
Materials and Supplies	2,500	2,500	1,029	1,471	41%	326
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	22,506	22,506	22,506	-	100%	21,297
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,675,594	46,675,594	7,863,898	38,811,696	17%	9,855,783
Claims Expense - Prescriptions	10,901,000	10,901,000	2,111,448	8,789,552	19%	1,664,079
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	-	(91,846)	91,846		(91,924)
Total Other Expenses	57,599,100	57,599,100	9,906,006	47,693,094	17%	11,449,236
.						
Total Expenditures	61,768,861	61,768,861	10,642,753	51,126,108	17%	12,050,167
Operating Income (Loss)	(2,363,936)	(2,363,936)	(5,611,499)	(3,247,563)		(8,004,625)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	-	-	-		-
Total Transfers		-	-			-
Change in Net Position	(2,363,936)	(2,363,936)	(5,611,499)	(3,247,563)		(8,004,625)
Net Position, Beginning	13,363,719	13,363,719	13,363,719	-		12,870,340
Net Position, Ending	$ 10,999,783	$ 10,999,783	7,752,220	(3,247,563)		4,865,715


Expenditures by Object - Internal Service Funds - Health
Employee Benefits
0.31%
Purchased Services
5.67%
Salaries
0.93%
Materials and Supplies
0.01%
Capital Outlay
0.00%
Other Expenses
93.08%
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Claims Expense - Health
77.94%
Dues and Fees
0.22%
Claims Refunds
-0.91%
Claims Expense -
Prescriptions
20.93%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

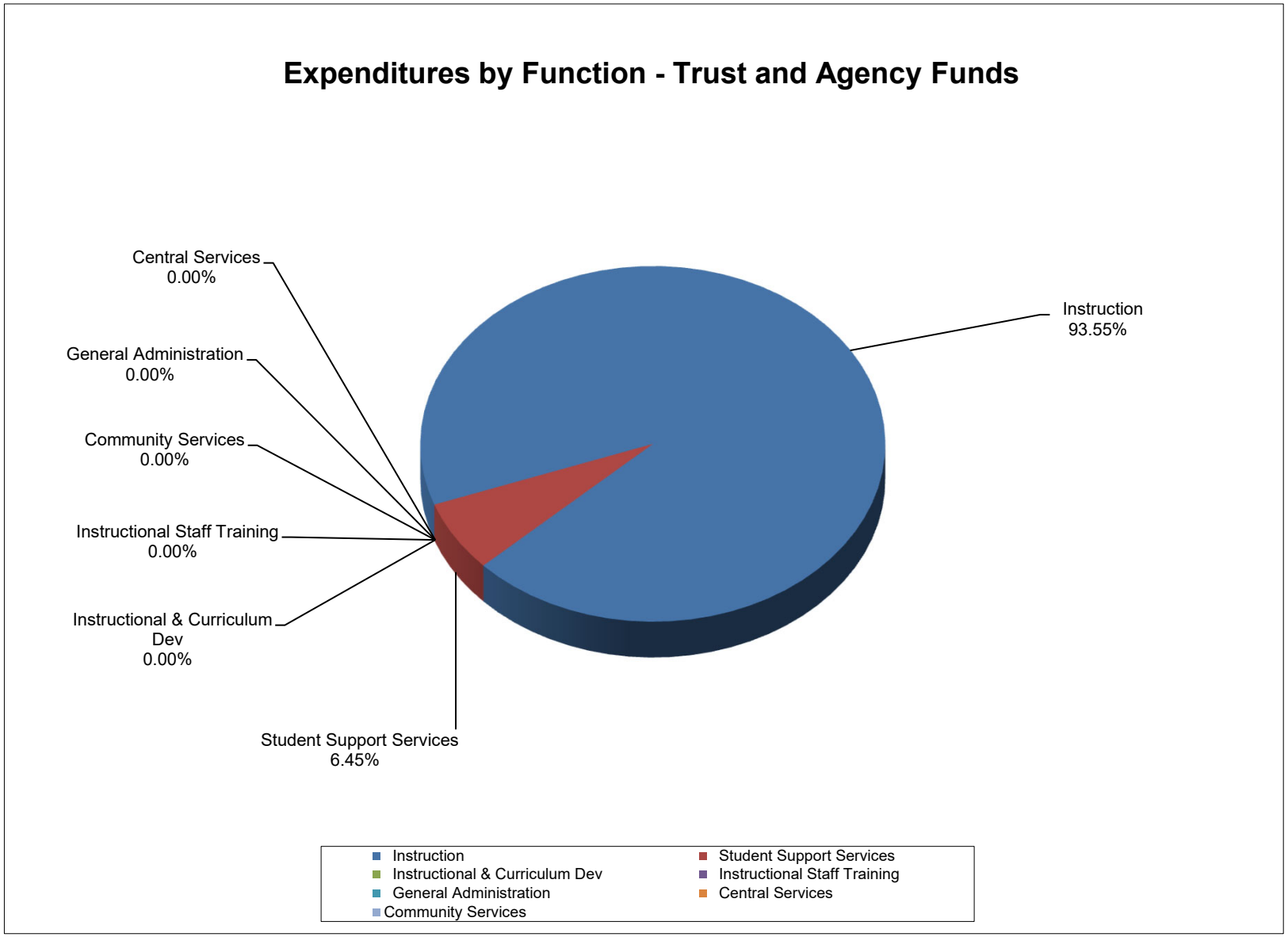
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Workers Compensation
For Month Ended August 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Operating Revenues:						
Premium - Employer	$ 4,600,000	$ 4,600,000	$ 589,979	$ 4,010,021	13%	533,912
Total Operating Revenues	4,600,000	4,600,000	589,979	4,010,021	13%	533,912
Total Revenues	4,600,000	4,600,000	589,979	4,010,021	13%	533,912
EXPENDITURES						
Operating Expenditures:						
Salaries	184,035	184,035	31,975	152,059	17%	31,707
Employee Benefits	72,896	72,896	14,486	58,411	20%	14,116
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	388,293	388,293	95,261	293,032	25%	-
Claims Expense - Workers' Comp	3,560,212	3,560,212	305,900	3,254,312	9%	414,658
Claims Refund	-	-	-	-		(2,528)
Total Other Expenses	3,948,505	3,948,505	401,160	3,547,344	10%	412,130
Total Expenditures	4,205,435	4,205,435	447,621	3,757,814	11%	457,953
Operating Income (Loss)	394,565	394,565	142,358	(252,206)		75,959
Change in Net Position	394,565	394,565	142,358	(252,206)		75,959
Net Position, Beginning	1,611,743	1,991,038	1,991,038	-		1,565,045
Net Position, Ending	$ 2,006,308	$ 2,385,603	$ 2,133,397	$ (252,206)		1,641,004


Expenditures by Object - Internal Service Funds
Workers Compensation
Dues and Fees
21.28%
Claims Expense - WC
68.34%
Purchased Services
0.00%
Employee Benefits
3.24%
Salaries
7.14%
Salaries
Employee Benefits
Purchased Services
Claims Expense - WC

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Trust and Agency Funds
For Month Ended August 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual August 2023
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 229,161	$ 229,161	$ 17,883	$ 211,278	8%	95,671
Total Federal Direct	229,161	229,161	17,883	211,278	8%	95,671
Local:						
Gifts, Grants, & Bequests	-	310	20,310	(20,000)	6552%	1,755
Financial Aid Fees	260,000	282,573	282,573	-	100%	236,532
Other Student Fees	-	-	-	-		-
Other Miscellaneous Local Sources	320,124	320,124	17,450	302,674	5%	123,948
Total Local	580,124	603,007	320,333	282,674	53%	362,234
Total Revenues	809,285	832,168	338,216	493,952	41%	457,905
EXPENDITURES						
Instruction	2,005,374	2,027,947	2,750	2,025,197	0%	103,575
Student Support Services	1,580	1,890	190	1,700	10%	1,282
Instructional & Curriculum Dev	25,428	25,428	-	25,428	0%	-
Instructional Staff Training	-	-	-	-		-
General Administration	13,839	13,839	-	13,839	0%	-
Central Services	6,374	6,374	-	6,374	0%	118
Operation of Plant	270	270	-	270	0%	-
Admin. Technology Services	-	-	-	-		-
Community Services	3,500	3,500	-	3,500	0%	-
Total Expenditures	2,056,365	2,079,249	2,940	2,076,309	0%	104,975
Change in Net Position	(1,247,081)	(1,247,081)	335,276	1,582,357		352,930
Net Position, Beginning	1,247,081	1,247,081	1,247,081	-		1,121,660
Net Position, Ending	$ 0	$ 0	$ 1,582,357	$ 1,582,357		1,474,591


Expenditures by Function - Trust and Agency Funds
Central Services
0.00%
General Administration
0.00%
Community Services
0.00%
Instructional Staff Training
0.00%
Instructional & Curriculum Dev
0.00%
Student Support Services
6.45%
Instruction
93.55%
Instruction
Student Support Services
Instructional & Curriculum Dev
Instructional Staff Training
General Administration
Central Services
Community Services

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: September 11, 2024

TO: Jason C. Wysong, Ed. D., Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (07/31/2024)

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

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the July 31, 2024 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

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: September 19, 2024

TO: Jason C. Wysong, Ed. D., Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services RS

SUBJECT: Certification of Monthly Bank Reconciliation (08/31/2024)

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

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the August 31, 2024 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
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AGENDA ITEM NO. 19.2

School Board of Manatee County
October 22, 2024 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through August 31, 2024

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

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

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

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Sum 24-25-Consolidated 8-2024 -Updated 10-4-2024

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2024-25

	JUL	AUG
2101 - Manatee School for the Arts & Sciences		
Fund Balance July 1, 2024	**$ 1,182,990.00**	**$ 1,182,990.00**
Revenue	85,054.00	215,600.00
Expense	(31,503.00)	(155,365.00)
Transfers		
Fund Balance, Ending	**$ 1,236,541.00**	**$ 1,243,225.00**
Unrestricted/Unassigned Fund Balance	$ 24,445.00	$ 31,159.00
2102 - Team Success*		
Fund Balance July 1, 2024		
Revenue		
Expense		
Transfers		
Fund Balance, Ending		
Unrestricted/Unassigned Fund Balance		
2104 - Manatee School for the Arts (1)		
Fund Balance July 1, 2024	**$ 10,765,785.00**	**$ 10,765,785.00**
Revenue	1,757,360.00	3,934,801.00
Expense	(1,618,107.00)	(3,216,446.00)
Transfers		(292,421.00)
Fund Balance, Ending	**$ 10,905,038.00**	**$ 11,191,719.00**
Unrestricted/Unassigned Fund Balance	$ 10,309,386.00	$ 10,893,893.00
2120 - Rowlett Middle Academy*		
Fund Balance July 1, 2024		
Revenue		
Expense		
Transfers		
Fund Balance, Ending	**$ -**	**$ -**
Unrestricted/Unassigned Fund Balance		
2121 - Manatee Charter School (2)		
Fund Balance July 1, 2024	**$ 203,748.62**	**$ 203,748.62**
Revenue	502,133.71	1,015,816.42
Expense	(179,487.51)	(591,717.92)
Transfers	(89,673.96)	(179,347.92)
Fund Balance, Ending	**$ 436,720.86**	**$ 448,499.20**
Unrestricted/Unassigned Fund Balance	$ 362,874.62	$ 386,528.80
2122 - Oasis Middle School		
Fund Balance July 1, 2024	**$ (146,230.00)**	**$ (146,230.00)**
Revenue	59,260.00	178,717.00
Expense	(41,921.00)	(105,746.00)
Transfers		
Fund Balance, Ending	**$ (128,891.00)**	**$ (73,259.00)**
Unrestricted/Unassigned Fund Balance	$ (128,891.00)	$ (73,259.00)
2123 - Imagine Charter - North Manatee		
Fund Balance July 1, 2024	**$ 716,217.00**	**$ 716,217.00**
Revenue	598,373.00	1,377,855.00
Expense	(632,835.00)	(1,463,851.00)
Transfers		
Fund Balance, Ending	**$ 681,755.00**	**$ 630,221.00**
Unrestricted/Unassigned Fund Balance	$ 681,755.00	$ 630,221.00
2124 - Imagine Charter- Lakewood Ranch		
Fund Balance July 1, 2024	**$ 367,344.00**	**$ 367,344.00**
Revenue	453,087.00	744,319.00
Expense	(557,449.00)	(865,765.00)
Transfers		
Fund Balance, Ending	**$ 262,982.00**	**$ 245,898.00**
Unrestricted/Unassigned Fund Balance	$ 190,033.00	$ 245,898.00

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2024-25

	JUL	AUG
2131 - Palmetto Charter School*		
Fund Balance July 1, 2024		
Revenue		
Expense		
Transfers		
Fund Balance, Ending		
Unrestricted/Unassigned Fund Balance		
2141 - State College of FL Collegiate School*		
Fund Balance July 1, 2024		
Revenue		
Expense		
Transfers		
Fund Balance, Ending		
Unrestricted/Unassigned Fund Balance		
2161 - Visible Men Academy		
Fund Balance July 1, 2024	**$ 182,837.13**	**$ 182,837.13**
Revenue	85,008.52	176,834.82
Expense	(144,367.48)	(301,939.69)
Transfers		7,408.00
Fund Balance, Ending	**$ 123,478.17**	**$ 65,140.26**
Unrestricted/Unassigned Fund Balance	$ 104,183.85	$ 45,845.94
2171 - Rowlett Academy for Arts - Elementary*		
Fund Balance July 1, 2024		
Revenue		
Expense		
Transfers		
Fund Balance, Ending		
Unrestricted/Unassigned Fund Balance		
2181 - Parrish Charter Academy (2)		
Fund Balance July 1, 2024	**$ 2,687,729.00**	**$ 2,687,729.00**
Revenue	697,832.00	1,423,281.00
Expense	(964,973.00)	(1,652,104.00)
Transfers	41.00	422,108.00
Fund Balance, Ending	**$ 2,420,629.00**	**$ 2,881,014.00**
Unrestricted/Unassigned Fund Balance	$ 1,454,823.00	$ 2,881,014.00
2182 - Lakewood Ranch Preparatory Academy (1)		
Fund Balance July 1, 2024	**$ 370,824.39**	**$ 370,824.39**
Revenue	947,490.17	2,451,418.64
Expense	(565,224.50)	(1,612,538.38)
Transfers	(378,179.62)	(756,359.23)
Fund Balance, Ending	**$ 374,910.44**	**$ 453,345.42**
Unrestricted/Unassigned Fund Balance	$ 17,606.74	$0.00
2192 Hola! At MSA		
Fund Balance July 1, 2024	**$ 9,396.00**	**$ 9,396.00**
Revenue	344,606.00	768,847.00
Expense	(317,501.00)	(721,069.00)
Transfers		
Fund Balance, Ending	**$ 36,501.00**	**$ 57,174.00**
Unrestricted/Unassigned Fund Balance	$ 21,515.00	$ 50,775.00
2191 ALS dba Bradenton Bay Charter		
Fund Balance July 1, 2024	**$ -**	**$ -**
Revenue	78,853.00	315,299.00
Expense	(76,487.00)	(227,890.00)
Transfers		(185,216.00)
Fund Balance, Ending	**$ 2,366.00**	**$ (97,807.00)**
Unrestricted/Unassigned Fund Balance	$ 2,366.00	$ (97,807.00)

***Quarterly Reports/High Performing**

(1)Adjusted Charter school beginning fund balance to properly reflect the unaudited beginning fund balance as of 7/1/2024.
(2) Adjusted Charter school beginning fund balance to properly reflect the Audited Ending fund balance 6/30/24

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

AGENDA ITEM NO. 19.3

School Board of Manatee County
October 22, 2024 - Regular Board Meeting

Title

School Safety Requirements and Monitoring Reports - 2024-2025 Quarter 1 (No Financial Impact)

Executive Summary

Pursuant to Florida Statute 1001.212 and Florida Administrative Code 6A-1.0018, the attached document reports findings of District Compliance Inspections conducted by the SDMC School Safety Specialist and the Florida Office of Safe Schools relating to school safety, reporting, and training. This state administrative rule also provides notice of the procedures and criteria utilized by the Office of Safe Schools to monitor school districts and individual schools for compliance with those requirements.

For this reporting period, there were no deficiencies that remain uncorrected. The District is in compliance.

Contact

Submitting Department: Safety & Security
Initiated By: Paul Damico

Attachments:
Manatee_District_Inspection_Report OSS October 2024
Manatee_District_Inspection_Report SSS October 2024

Office of Safe Schools
1st Quarter Inspections

District	Number of Schools Inspected or Reinspected	Percentage of Schools Inspected or Reinspected	Number of Inspected Schools With No School Safety Requirement Deficiencies	Percentage of Inspected Schools With No School Safety Requirement Deficiencies
Manatee	0	0%	0	0%

School Safety Specialist
1st Quarter Inspections

District	Number of Schools Inspected or Reinspected	Percentage of Schools Inspected or Reinspected	Number of Inspected Schools With No School Safety Requirement Deficiencies	Percentage of Inspected Schools With No School Safety Requirement Deficiencies
Manatee	17	25%	17	100%

AGENDA ITEM NO. 19.4

School Board of Manatee County
October 22, 2024 - Regular Board Meeting
Action Item

Title
Hurricane Debby Reimbursement FEMA Sub-Grant DR-4806-FL (Anticipated Incoming Grant Funds)

Executive Summary
SDMC Policy 8415 requires the School Board to be informed of the amount of expenditures requesting reimbursement from FEMA for Hurricane Debby (August 2024). The School District of Manatee County will apply for reimbursement of an estimated amount of $109,760.00. This amount is the estimated amount-based category B expenditures, actual reimbursement is based on actual expenditures.

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

Financial Impact
Anticipated reimbursement estimated in the amount of $109,760.00.

Contact
Submitting Department: Deputy Superintendent of Business Services
Initiated By: Rachel Sellers