Agenda
Updated April 19, 2024

April 23, 2024
School Board of Manatee County
Regular Board Meeting and Public Hearing - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. **CALL TO ORDER**
2. **READING OF THE DISTRICT VISION**
3. **INVOCATION**
4. **COLOR GUARD | Palmetto HS**
5. **PLEDGE OF ALLEGIANCE**
6. **APPROVAL OF THE AGENDA**
    1. Agenda Amendments - added after publishing
7. **APPROVAL OF MINUTES**
    1. Approval of the Minutes of the March 1, 2024 School Board Workshop, March 19, 2024 Meeting and March 21, 2024 Special Meeting
8. **RECOGNITIONS**
    1. Cambridge District of the Year
9. **STUDENT CELEBRATIONS**
    1. Superintendent's Student Leadership Forum
10. **REPORTS AND PRESENTATIONS**
    1. CRI Presentation of Medical Claim Payments Process Audit Report
    2. Science Instructional Materials Adoption - attachment added after publishing
11. **CONSENT ITEMS**
    All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired by a Board member, that item will be removed from the Consent Agenda and will be considered at the end of the section.
    1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments,

Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

2. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)
3. Proposal for Settlement for $156,000 in Shimmin v. School Board of Manatee County, Manatee County Circuit Court Case No. 2021 CA 281 (General Fund)
4. Approval of the Title II Part A: Supporting Effective Instruction Amendment for the 2023-2024 School Year in the Amount of $777,500.54 (Incoming Grant Funds)
5. Approval to Apply, Accept and Expend the Title IV Part A Grant Amendment 2 for the Additional Allocation and Roll Forward Funds for the 2023-2024 School Year, in the Amount of $181,670.72 (Incoming Grant Funds)
6. Approval to Apply, Accept, and Expend the 2023-2024 Individuals with Disabilities Education Act (IDEA) Part B, K-12 Roll Forward Funds in the Amount of $1,934,131.09 (Incoming Grant Funds)
7. Approval to Apply, Accept, and Expend the 2023-2024 Individuals with Disabilities Education Act (IDEA) Part B, Preschool Roll Forward Funds in the Amount of $92,215.16 (Incoming Grant Funds)
8. Approval to Purchase Instructional Materials, Textbooks, Curriculum Software, and Associated Professional Learning from Florida School Book Depository Direct from Publishers and Exempt Vendors SDMC No. 25-0005 BS Estimated in the Amount of $7,500,000.00 (Multiple Funding Sources)
9. Approval of Purchase(s) of Testing Materials SDMC NO. 25-0006-BS Estimated in the Amount of $950,000.00 (Multiple Funding Sources)
10. Approval of the Purchase(s) of Guy Harvey Programs SDMC No.24-0116-BS Estimated in the Amount of $400,000.00 (Legislative Appropriation Funds)
11. Approval of Sole Source to Purchase Garner Holt Animatronics and Robotics SDMC No. 25-0007-BS Estimated in the Amount of $75,000.00 (Multiple Funding Sources)
12. Approval to Purchase Athletic Trainer Services SDMC No. 24-0118-BS Estimated in the amount of $80,000.00 annually (General Fund)
13. Approval of the Articulation Agreements with the University of South Florida and State College of Florida for Dual Enrollment Coursework, SDMC No. 25-0026BS, Estimated in the Amount of $700,000 (Multiple Funding Sources)
14. Approval of the Bid for Fire Alarm Inspections and Repairs, SDMC No. 25-0004-MR, Continued Procurement, Estimated in the Amount of $1,500,000.00 (Local Capital Improvement)
15. Approval of East County K-8 - Agreement Between Owner and Tampaview, LLC dba Multivista Tampa, in the Amount of $60,000.00 (Capital Funds)
16. Approval of the Bid on Fuel and Diesel Exhaust Fluid Delivery Services, SDMC No. 24-0109-KD, Estimated in the Amount of $500,000.00 Annually (Multiple Funding Sources)
17. Approval of Bayshore High School - Roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. â€‟ Amendment 1 - Guaranteed Maximum Price in the Amount of $2,561,000.00 (Capital Funds)
18. Approval of the Manatee Technical College (MTC) 2024-2025 School Calendars (No Financial Impact)

19. Approval of Travel for Students and Advisor from Parrish Community High School to the National FFA Competition May 2-5, 2024, in Oklahoma City, Oklahoma (Multiple Funding Sources)

20. Approval for Winner of the Manatee Science Technology Engineering and Math (STEM) Competition to Compete in the Regeneron International Science and Engineering Fair in Los Angeles, California May 11-17, 2024 (STEM Millage)

12. PUBLIC HEARING

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

13. PUBLIC COMMENT AND RESPONSES (UP TO 60 MINUTES)

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

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

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

14. NEW BUSINESS (Discussion Items Pulled from Consent)

15. NEW BUSINESS (Non-Consent Items)

1. Approval to Adopt New Policy and Amend School Board Policies

2. Approval of the K-12 Science Instructional Materials Adoption Committee Recommendations for the 2024-2025 School Year (Multiple Funding Sources)

3. Approval of Revision of the Job Description and Position of Manager, Instructional TV and Program and the Change of Title to Senior Producer (No Financial Impact)

4. Approval of a New Job Description and Position of Van Operator, Student Transportation (Multiple Funding Sources)

5. Approval of the Revised Job Description of Position for Lead Guardian (General Fund)

16. NEW BUSINESS (No Superintendent Recommendation)

1. Board Approval of the CRI Medical Claim Payment Process Audit Report

17. INFORMATION ONLY (No Board Action Required)

18. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

20. SUPERINTENDENT REMARKS

21. BOARD COMMENTS

22. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Friday April 19, 2024, to **update** attachment *HR Board Materials April 23, 2024_Updated 4.19.2024* **of** Consent Agenda Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Agenda amended on Friday April 19, 2024 to **add** attachment *Final Science Adoption* **to** Reports and Presentation Item *Science Instructional Materials Adoption.*

Agenda amended on Friday April 19, 2024 to **update** the following attachments; *USF_DEAAInSchool_DisCharSchool_District_Manatee_County, USF_DEAASchoolDistrictOnlineUSFCampusSchool_District_Manatee_County and USF_EAAA_AllPartnersSchool_District_Manatee_County.* ***of*** Consent Agenda item *Approval of the Articulation Agreements with the University of South Florida and State College of Florida for Dual Enrollment Coursework, SDMC No. 25-0026BS, Estimated in the Amount of $700,000.*

Agenda amended on Frida April 19, 2024 to **remove** the Consent agenda item *Approval of Recommendation to Terminate Ross Williamson or, if Mr. Williamson Timely Requests an Administrative Hearing, to Place Ross Williamson on Unpaid Administrative Leave Pending a Hearing on the Merits (Financial Impact TBD).*

Contact
Submitting Department: School Board
Initiated By: Chad Choate

AGENDA ITEM NO. 7.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Minutes of the March 1, 2024 School Board Workshop, March 19, 2024 Meeting and March 21, 2024 Special Meeting

Executive Summary
Approval of the Minutes of the March 1, 2024 School Board Workshop, March 19, 2024 Meeting and March 21, 2024 Special Meeting

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
Superintendent recommends Approval of the Minutes of the March 1, 2024 School Board Workshop, March 19, 2024 Meeting and March 21, 2024 Special Meeting

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
March 1, 2023 Workshop MINUTES for Publish
March 19, 2024 Board Meeting MINUTES for Publish
March 21, 2024 Special Meeting MINUTES for Publish

Minutes
March 19, 2024

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

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Chair Choate called the Meeting to order at 10:01 AM.

2) READING OF THE DISTRICT'S VISION

Board Member Messenger read the District's Vision.

3) INVOCATION

The invocation was given by Mr. Michael Hartman.

4) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1. Motion to Approve Agenda Amendments

RESULT: Adopted [UNANIMOUS]

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

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

Agenda amended on Friday, March 15, 2024, to **add** attachment *Travel Expense Worksheet FSBA Finance Forum Choate-April 2024- added after publishing* **on** New Business (No Superintendent Recommendation) Item *Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2024, at the Hilton, University of Florida Conference Center, Gainesville, FL, Not to Exceed $3,000.00 (General Fund) - Updated March 15, 2024.*

Agenda amended on Friday March 15, 2024 to **update** attachment *HR Board Material March 19, 2024 updated 3.15.2024* **on** Consent item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)-Updated March 15, 2024.*

Agenda amended on Monday, March 18, 2024 to **update** Consent Agenda item *Approval of the Third 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)* attachment **from** *Third Amd to Lease with COB 2024-03-19 SRD Change* **to** *SR Third Amd to Lease with COB (COB rev 3-16-24).*

Agenda amended on Monday, March 18, 2024, to **add** item *Appeal and Petition for Writ of Certiorari in Kinnan v. School Board of Manatee County, Manatee County Circuit Court Case Number 2016 CF 4064* **to** Consent Agenda.

6) APPROVAL OF MINUTES

6.1 Motion to Approve of the Minutes of the February 27, 2023 School Board Meeting

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

7) RECOGNITIONS

7.1 School Social Workers' Month

Mr. Michael Barber, Director of Communications, provided an overview of the District's celebration of School Social Workers. From the District also in attendance was Mr. George Schrier, Director of Student Services; Valorie Morrison, Lead of School Social Workers; Mayra Cestero and Marisol Chang, District Social Workers.

8) PUBLIC COMMENTS (UP TO 30 MINUTES)

Public Comment as follows:

1. Melton Little – Request to Name a School District Facility

9) Reports and Presentations

9.1. Summer Programs and Professional Learning Update

Mr. Derek Jensen, Deputy Superintendent of Instruction, introduced Ms. Alison Nichols, Director of Elementary Curriculum and Ms. Shannon Fleming, Director Secondary Curriculum. Ms. Nichols and Ms. Fleming provided the Board a presentation regarding the District Summer Programs and Professional Learning Opportunities. The presentation included the following topics:

- Overview
- Alignment to the Strategic Plan
- School District of Manatee County (SDMC) Summer Programs
    - Statutory Requirements – 3rd Grade Summer Reading Camps
    - Voluntary Pre-Kindergarten (VPK)
    - Rising K Summer Program
    - Extended School Year (ESY)
    - Title 1 Camp for Rising K, 1st, and 2nd Graders
    - Migrant Summer Camp
- Additional Summer Offerings – Elementary
    - Guy Harvey Summer Camps
    - Smarten Up Camp
- Additional Summer Offerings –Secondary
    - Title 1 Middle and High School Bridge Programs
    - Middle and High School Rapid Recovery (Credit recovery)
    - Migrant Summer Camp
    - Camp Creator
    - Visual and Performing Arts Camps
    - Guy Harvey Summer Camps
    - Drivers Education
    - Career and Post-Secondary Exploration Program
- Timeline for Summer Programs
- Summer Professional Learning
    - SDMC Leadership Conference
    - New Educator Orientation
    - School Improvement Professional Learning Week
- Summer Calendar

The Board asked questions and held discussion. Additional information was provided by Superintendent Wysong; Board Members thanked the curriculum department for their work on the summer programs.

10) Motion to Approve Consent Items

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

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, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)**
3. **Approval to Apply, Accept, and Expend the Supplemental School Improvement Grant in the Amount of $1,825,176.42 (Incoming Grant Funds)**
4. **Approval to Apply, Accept and Expend the Safety and Security of School Buildings in the Amount of $752,944.00 (Incoming Grant Funds)**
5. **Approval to Apply, Accept and Expend the 2024 Perkins V Career and Technical Education Equipment Upgrade and Modernization Grant in the Amount of $170,815.00 (Incoming Grant Funds)**
6. **Approval of the New Agreement Between the School District of Manatee County and Comfortable Care Dental Health Professionals, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)**
7. **Approval of Request to Declare Surplus and Remove Railroad Caboose (Building 12) (Capital Funds)**
8. **Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)**
9. **Approval of the Use of the Orange County Public Schools Bid on Science Supplies and Equipment, SDMC No. 24-0100-BS, Estimated in the Amount of $100,000.00 (Multiple Funding Sources)**
10. **Approval of the Bid for HVAC- Maintenance, Repair, and Replacement, SDMC No. 24-0098-MR, Continued Procurement, Estimated in the Amount of $2,500,000.00 Per Year (Capital Funds)**
11. **Approval of Florida Department of Education - Florida Inventory of School Houses - Certification of Facilities Data (No Financial Impact)**
12. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Sea Breeze Elementary School - Roof Replacement (No Financial Impact)**
13. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Wakeland Support Center -Building 6 Demolition (No Financial Impact)**
14. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the MCR Health Facility at Daughtrey Elementary School (No Financial Impact)**

15. **Approval of MCR Health Facility at Daughtrey Elementary School - Change Order 1 - Final - Agreement Between Owner and NDC Construction Company, Decrease in the Amount of $111,496.40 (No Financial Impact)**
16. **Approval of Manatee Elementary School - Auditorium Exterior Renovations & Re-roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. - Amendment 2 - Guaranteed Maximum Price in the Amount of $2,700,921.00 (Capital Funds)**
17. **Approval of Palma Sola Elementary School - Campus Renovations - BO Agreement - Between Owner and Bureau Veritas North America, Inc. in the Amount of $152,000.00 (Capital Funds)**
18. **Approval of Parrish Community High School Classroom Addition - Agreement Between Owner and Williams Company Tampa - Amendment 2 - Guaranteed Maximum Price in the Amount of $10,592,738.32 (Capital Funds)**
19. **Approval of Parrish Community High School - Classroom Addition - Amendment 2 - Between Owner and Schenkel and Shultz, Inc., in the Amount of $21,810.00 (Capital Funds)**
20. **Approval to Authorize the Superintendent to Take Necessary Actions to Split Manatee Technical College (MTC) Campus Areas From the Lakewood Ranch High School Campus and the Bayshore High School Campus (General Fund)**
21. **Approval of an Interagency Agreement between the School District of Manatee County and the Florida Department of Children and Families (DCF). (No Financial Impact)**

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT ITEMS)

13.1 Motion to Approve of Budget Amendments for January 2023

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

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for January 2023.

13.2 Motion to Approve Advertising a Notice of Intent to Amend School Board Policies, to Include New Policies, and Setting a Public Hearing at the Board Meeting on April 23, 2024

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

Chair Choate noted the workshop Thursday March 21, 2024 would cover the proposed updates to School Board Policies.

13.3 Motion to Approve Revision of Job Descriptions of Non-Degreed Teachers of Career Programs

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

Dr. Wysong stated the changes in the job descriptions were due to updates in certification rules.

13.4 Motion to Approve School Board of Manatee County Resolution 2024-002 as Amended

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

Chair Choate mentioned there had been no discussion regarding the title to the ballot vote and requested Board Discussion. Chair Choate proposed the following title: *Continue Funding for Student Achievement thru Renewal of Ad Velorem Millage Referendum.*

The Board held discussion.

For clarification, Board Members held discussion to clarify what ages are included in the term 'early literacy'. After discussion, the Board reached consensus and stated early literacy in School District of Manatee will include Birth to 3rd Grade.

Board Member Foreman spoke about terminology 'teachers and staff' where funding of the millage was concerned and stated the funding should be used for employees with direct contact with students and affect student achievement.

Board Member Foreman stated she did not want the resolution or ballot language to include Athletics and provided reasons to include the fact that athletics are not part of the strategic plan.

Board Member Messenger stated she believes that there are so many important pieces that are good for the students of Manatee County, that she has chosen to support the Resolution and ballot language.

Board Member Tatem and Board Member Spray both noted their support for athletics to be included in the Resolution and ballot.

Board Member Foreman made a Motion to remove the word 'athletics' from the charter ballot language. The motion failed for lack of a second.

13.4a Motion to Amend the Resolution to Include Title of Proposed Resolution Ballot Language: "Continued Funding for Student Achievement Through Renewal of Ad Valorem Millage Referendum"

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

The Board continued discussion.

Vice-Chair Spray stated her lack of support for a full one (1) mill and would feel more comfortable asking voters to approve .75 mill.

Board Member Tatem noted his support of the one (1) mill referendum due to the need for the high-quality school system that is required by the State Constitution; and to continue to provide that, the Board needs to be united on this subject.

Chair Choate called a recess at 11:58 AM and resumed the meeting at 12:12 PM.

The Board returned to the original motion 13.4 as amended and voted.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1. Motion to Approve to Renew the Professional Services Contract with Cherry Bekaert, LLP to Provide Financial Auditing Services and Accounting Services of Fiscal Year 20223-2024, SDMC No. 20-0102-RG, Estimated in the Amount of $175,800.00 (General Fund)

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

Board Member Foreman noted the contract is the final renewal year of the original contract. By statute it is required that the auditor selection committee will convene to select an auditor at the end of the next fiscal year. The Board held discussion.

14.2. Motion to Approve of Travel Expense Associated with the School Board Members' Attendance at the Florida School Board Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2024, at the Hilton, University of Florica Conference Center, Gainesville, FL, Not to Exceed $3,000.00 (General Fund)

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

Board Member Tatem provided an overview of the FSBA Forum.

15) CONTINUED PUBLIC COMMENT (IF NECESSARY)

16) INFORMATION ONLY

16.1. Year-To-Date Financial Statements Through January 31, 2024

16.2. Year-To-Date Charter School Financial Statement Summary Through January 31, 2024

17) UPDATES

17.1. INSTRUCTIONAL UPDATE

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

- Social Studies Adoption 30-day objection window for has closed. Curriculum team will move forward with purchase and implementation of the curriculum.
- Science Adoption – choices due Friday next meeting April 2 for final recommendation – then come to board for vote.
- Upcoming Event includes Arts Alive
- Junior Night at MTC for senior year tips regarding.
- Noted Competitions for District students.

17.2. OPERATIONS UPDATE

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

- HR – notated the upcoming job fairs.
- Transportation - Noted the status of drivers and routes for the District.
    - Implementation of the Electric Bus Trial throughout the District.
    - Drivers-Choice attendance Grant.
- Food Service –Williams Elementary Mrs. Nemzek 5th grade class participated in aeroponic lettuce program.

17.3. LEGAL DEPARTMENT UPDATE

Mr. Dye noted end of legislative session. Will have coverage during his planned vacation.

18) SUPERINTENDENT REMARKS

Superintendent Wysong updated the Board on the following:

- Thanked Board for approving the twenty-four item Consent Agenda.
- Thanked the Board for unanimous support in regards to the Millage Referendum.
- Thanked Mr. William Horton for his tenure with the District as he retires.
- Noted topics for upcoming Special School Board Meeting, School Board Workshop as well as County Land Use Meeting.
- Updated the School Board on the conclusion of all District School facility tours, and noted tours will continue throughout the Spring.
- The Workshop originally scheduled for Friday May 31st will be rescheduled due to a mandatory Superintendent Summit in Miami.

19) BOARD COMMENTS

Board Member Foreman

Board Member Foreman spoke regarding the following:

- Thanked Mr. William Horton for his hard work during his District tenure.
- Wished all staff and students a happy spring break.

Board Member Messenger

Board Member Messenger spoke regarding the following:

- Thanked Mr. William Horton for hard work and tenure to the School District of Mantee County.
- Thanked the Board for the meeting.
- Wished staff and students a lovely spring break.

Board Member Tatem

Board Member Tatem spoke regarding the following:

- JROTC Cadet Ball – noted topics including 'We are each other's keeper' and 'safety over secrets'.
- Reminded public to keep cars safe and locked up for the safety of the community.
- Voting Day – Keep in habit of voting.
- Information only section of the meeting: noted the Charter School funds.

Vice-Chair Spray

Vice-Chair Spray spoke regarding the following:

- Thanked Mr. Horton for his work within the District.
- Recognized additional retirees from the District.
- Stated a reminder to continue valuing 'safety over secrets' during spring break.

Chair Choate

Chair Choate spoke regarding the following:

- Thanked Mr. Horton for time at the School District.
- Wished everyone a restful spring break.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 12:53 PM.

_____

Chad Choate, III
Chairman

NOTICE

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

Minutes
March 19, 2024

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

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Chair Choate called the Meeting to order at 10:01 AM.

2) READING OF THE DISTRICT'S VISION

Board Member Messenger read the District's Vision.

3) INVOCATION

The invocation was given by Mr. Michael Hartman.

4) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1. Motion to Approve Agenda Amendments

RESULT: Adopted [UNANIMOUS]

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

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

Agenda amended on Friday, March 15, 2024, to **add** attachment *Travel Expense Worksheet FSBA Finance Forum Choate-April 2024- added after publishing* **on** New Business (No Superintendent Recommendation) Item *Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2024, at the Hilton, University of Florida Conference Center, Gainesville, FL, Not to Exceed $3,000.00 (General Fund) - Updated March 15, 2024.*

Agenda amended on Friday March 15, 2024 to **update** attachment *HR Board Material March 19, 2024 updated 3.15.2024* **on** Consent item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)-Updated March 15, 2024.*

Agenda amended on Monday, March 18, 2024 to **update** Consent Agenda item *Approval of the Third 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)* attachment **from** *Third Amd to Lease with COB 2024-03-19 SRD Change* **to** *SR Third Amd to Lease with COB (COB rev 3-16-24).*

Agenda amended on Monday, March 18, 2024, to **add** item *Appeal and Petition for Writ of Certiorari in Kinnan v. School Board of Manatee County, Manatee County Circuit Court Case Number 2016 CF 4064* **to** Consent Agenda.

6) APPROVAL OF MINUTES

6.1 Motion to Approve of the Minutes of the February 27, 2023 School Board Meeting

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

7) RECOGNITIONS

7.1 School Social Workers' Month

Mr. Michael Barber, Director of Communications, provided an overview of the District's celebration of School Social Workers. From the District also in attendance was Mr. George Schrier, Director of Student Services; Valorie Morrison, Lead of School Social Workers; Mayra Cestero and Marisol Chang, District Social Workers.

8) PUBLIC COMMENTS (UP TO 30 MINUTES)

Public Comment as follows:

1. Melton Little – Request to Name a School District Facility

9) Reports and Presentations

9.1. Summer Programs and Professional Learning Update

Mr. Derek Jensen, Deputy Superintendent of Instruction, introduced Ms. Alison Nichols, Director of Elementary Curriculum and Ms. Shannon Fleming, Director Secondary Curriculum. Ms. Nichols and Ms. Fleming provided the Board a presentation regarding the District Summer Programs and Professional Learning Opportunities. The presentation included the following topics:

- Overview
- Alignment to the Strategic Plan
- School District of Manatee County (SDMC) Summer Programs
    - Statutory Requirements – 3rd Grade Summer Reading Camps
    - Voluntary Pre-Kindergarten (VPK)
    - Rising K Summer Program
    - Extended School Year (ESY)
    - Title 1 Camp for Rising K, 1st, and 2nd Graders
    - Migrant Summer Camp
- Additional Summer Offerings – Elementary
    - Guy Harvey Summer Camps
    - Smarten Up Camp
- Additional Summer Offerings –Secondary
    - Title 1 Middle and High School Bridge Programs
    - Middle and High School Rapid Recovery (Credit recovery)
    - Migrant Summer Camp
    - Camp Creator
    - Visual and Performing Arts Camps
    - Guy Harvey Summer Camps
    - Drivers Education
    - Career and Post-Secondary Exploration Program
- Timeline for Summer Programs
- Summer Professional Learning
    - SDMC Leadership Conference
    - New Educator Orientation
    - School Improvement Professional Learning Week
- Summer Calendar

The Board asked questions and held discussion. Additional information was provided by Superintendent Wysong; Board Members thanked the curriculum department for their work on the summer programs.

10) Motion to Approve Consent Items

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

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, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)**
3. **Approval to Apply, Accept, and Expend the Supplemental School Improvement Grant in the Amount of $1,825,176.42 (Incoming Grant Funds)**
4. **Approval to Apply, Accept and Expend the Safety and Security of School Buildings in the Amount of $752,944.00 (Incoming Grant Funds)**
5. **Approval to Apply, Accept and Expend the 2024 Perkins V Career and Technical Education Equipment Upgrade and Modernization Grant in the Amount of $170,815.00 (Incoming Grant Funds)**
6. **Approval of the New Agreement Between the School District of Manatee County and Comfortable Care Dental Health Professionals, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)**
7. **Approval of Request to Declare Surplus and Remove Railroad Caboose (Building 12) (Capital Funds)**
8. **Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)**
9. **Approval of the Use of the Orange County Public Schools Bid on Science Supplies and Equipment, SDMC No. 24-0100-BS, Estimated in the Amount of $100,000.00 (Multiple Funding Sources)**
10. **Approval of the Bid for HVAC- Maintenance, Repair, and Replacement, SDMC No. 24-0098-MR, Continued Procurement, Estimated in the Amount of $2,500,000.00 Per Year (Capital Funds)**
11. **Approval of Florida Department of Education - Florida Inventory of School Houses - Certification of Facilities Data (No Financial Impact)**
12. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Sea Breeze Elementary School - Roof Replacement (No Financial Impact)**
13. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Wakeland Support Center -Building 6 Demolition (No Financial Impact)**
14. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the MCR Health Facility at Daughtrey Elementary School (No Financial Impact)**

15. **Approval of MCR Health Facility at Daughtrey Elementary School - Change Order 1 - Final - Agreement Between Owner and NDC Construction Company, Decrease in the Amount of $111,496.40 (No Financial Impact)**
16. **Approval of Manatee Elementary School - Auditorium Exterior Renovations & Re-roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. - Amendment 2 - Guaranteed Maximum Price in the Amount of $2,700,921.00 (Capital Funds)**
17. **Approval of Palma Sola Elementary School - Campus Renovations - BO Agreement - Between Owner and Bureau Veritas North America, Inc. in the Amount of $152,000.00 (Capital Funds)**
18. **Approval of Parrish Community High School Classroom Addition - Agreement Between Owner and Williams Company Tampa - Amendment 2 - Guaranteed Maximum Price in the Amount of $10,592,738.32 (Capital Funds)**
19. **Approval of Parrish Community High School - Classroom Addition - Amendment 2 - Between Owner and Schenkel and Shultz, Inc., in the Amount of $21,810.00 (Capital Funds)**
20. **Approval to Authorize the Superintendent to Take Necessary Actions to Split Manatee Technical College (MTC) Campus Areas From the Lakewood Ranch High School Campus and the Bayshore High School Campus (General Fund)**
21. **Approval of an Interagency Agreement between the School District of Manatee County and the Florida Department of Children and Families (DCF). (No Financial Impact)**

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT ITEMS)

13.1 Motion to Approve of Budget Amendments for January 2023

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

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for January 2023.

13.2 Motion to Approve Advertising a Notice of Intent to Amend School Board Policies, to Include New Policies, and Setting a Public Hearing at the Board Meeting on April 23, 2024

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

Chair Choate noted the workshop Thursday March 21, 2024 would cover the proposed updates to School Board Policies.

13.3 Motion to Approve Revision of Job Descriptions of Non-Degreed Teachers of Career Programs

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

Dr. Wysong stated the changes in the job descriptions were due to updates in statute.

13.4 Motion to Approve School Board of Manatee County Resolution 2024-002 as Amended

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

Chair Choate mentioned there had been no discussion regarding the title to the ballot vote and requested Board Discussion. Chair Choate proposed the following title: *Continue Funding for Student Achievement thru Renewal of Ad Velorem Millage Referendum.*

The Board held discussion.

For clarification, Board Members held discussion to clarify what ages are included in the term 'early literacy'. After discussion, the Board reached consensus and stated early-literacy in School District of Manatee will include Birth thru 3rd Grade.

Board Member Foreman spoke about terminology 'teachers and staff' where funding of the millage was concerned and stated the funding should be used for employees with direct contact with students and affect student achievement.

Board Member Foreman stated she did not want the resolution or ballot language to include Athletics and provided reasons to include the fact that athletics are not part of the strategic plan.

Board Member Messenger stated she believes that there are so many important pieces that are good for the students of Manatee County, that she has chosen to support the Resolution and ballot language.

Board Member Tatem and Board Member Spray both noted their support for athletics to be included in the Resolution and ballot.

Board Member Foreman made a Motion to remove the word 'athletics' from the charter ballot language. The motion failed for lack of a second.

13.4a Motion to Amend the Resolution to Include Title of Proposed Resolution Ballot Language: "Continued Funding for Student Achievement Through Renewal of Ad Valorem Millage Referendum"

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

The Board continued discussion.

Vice-Chair stated her lack of support for a whole one (1) mill and would feel more comfortable asking voters to approve .75 mill.

Board Member Tatem noted his support of the one (1) mil referendum due to the need for the high-quality school system that is required by the State Constitution; and to continue to provide that, the Board needs to be united on this subject.

Chair Choate called a recess at 11:58 AM and resumed the meeting at 12:12 PM.

The Board returned to the original motion 13.4 as amended and voted.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1. Motion to Approve to Renew the Professional Services Contract with Cherry Bekaert, LLP to Provide Financial Auditing Services and Accounting Services of Fiscal Year 20223-2024, SDMC No. 20-0102-RG, Estimated in the Amount of $175,800.00 (General Fund)

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

Board Member Foreman noted the contract is the final renewal year of the original contract. By statute it is required that the auditor selection committee will convene to select an auditor at the end of the next fiscal year. The Board held discussion.

14.2. Motion to Approve of Travel Expense Associated with the School Board Members' Attendance at the Florida School Board Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2024, at the Hilton, University of Florica Conference Center, Gainesville, FL, Not to Exceed $3,000.00 (General Fund)

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

Board Member Tatem provided an overview of the FSBA Forum.

15) CONTINUED PUBLIC COMMENT (IF NECESSARY)

16) INFORMATION ONLY

16.1. Year-To-Date Financial Statements Through January 31, 2024

16.2. Year-To-Date Charter School Financial Statement Summary Through January 31, 2024

17) UPDATES

17.1. INSTRUCTIONAL UPDATE

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

- Social Studies Adoption 30-day objection window for has closed. Curriculum team will move forward with purchase and implementation of the curriculum.
- Science Adoption – choices due Friday next meeting April 2 for final recommendation – then come to board for vote.
- Upcoming Event includes Arts Alive
- Junior Night at MTC for senior year tips regarding.
- Noted Competitions for District students.

17.2. OPERATIONS UPDATE

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

- HR – notated the upcoming job fairs.
- Transportation - Noted the status of drivers and routes for the District.
    - Implementation of the Electric Bus Trial throughout the District.
    - Drivers-Choice attendance Grant.
- Food Service –Williams Elementary Mrs. Nemzek 5th grade class participated in aeroponic lettuce program.

17.3. LEGAL DEPARTMENT UPDATE

Mr. Dye noted end of legislative session. Will have coverage during his planned vacation.

18) SUPERINTENDENT REMARKS

Superintendent Wysong updated the Board on the following:

- Thanked Board for approving the twenty-four item Consent Agenda.
- Thanked the Board for unanimous support in regards to the Millage Referendum.
- Thanked Mr. William Horton for his tenure with the District as he retires.
- Noted topics for upcoming Special School Board Meeting, School Board Workshop as well as County Land Use Meeting.
- Updated the School Board on the conclusion of all District School facility tours, and noted tours will continue throughout the Spring.
- The Workshop originally scheduled for Friday May 31st will be rescheduled due to a mandatory Superintendent Summit in Miami.

19) BOARD COMMENTS

Board Member Foreman

Board Member Foreman spoke regarding the following:

- Thanked Mr. William Horton for his hard work during his District tenure.
- Wished all staff and students a happy spring break.

Board Member Messenger

Board Member Messenger spoke regarding the following:

- Thanked Mr. William Horton for hard work and tenure to the School District of Mantee County.
- Thanked the Board for the meeting.
- Wished staff and students a lovely spring break.

Board Member Tatem

Board Member Tatem spoke regarding the following:

- JROTC Cadet Ball – noted topics including 'We are each other's keeper' and 'safety over secrets'.
- Reminded public to keep cars safe and locked up for the safety of the community.
- Voting Day – Keep in habit of voting.
- Information only section of the meeting: noted the Charter School funds.

Vice-Chair Spray

Vice-Chair Spray spoke regarding the following:

- Thanked Mr. Horton for his work within the District.
- Recognized additional retirees from the District.
- Stated a reminder to continue valuing 'safety over secrets' during spring break.

Chair Choate

Chair Choate spoke regarding the following:

- Thanked Mr. Horton for time at the School District.
- Wished everyone a restful spring break.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 12:53 PM.

_____

Chad Choate, III
Chairman

NOTICE

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

Minutes
March 21, 2024

School Board Special Meeting for Termination of Employee - 9:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

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

Minutes: Chair Choate called the meeting to order at 9:03 AM.

2) APPROVAL OF THE AGENDA

2.1. Agenda Amendments - added after publishing

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

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

Agenda amended on Friday, March 15, 2024, to **add** attachments *E-Mail Notice-Added after Publishing* **and** *Early Letter - added after publishing* **on** New Business Item *Recommended Order in Manatee County School Board v. Lakia Earley, Case No. 23-3998, by Administrative Law Judge Quimby-Pennock Recommending the Termination of Lakia Earley and Adoption of a Final Order Adopting the Recommended Order as the Board's Final Order - Updated March 15, 2024*

3) PUBLIC COMMENT

There were no public comments.

4) NEW BUSINESS

4.1. Motion to Approve Recommended Order in Manatee County School Board v. Lakia Earley, Case No. 23-3998, by Administrative Law Judge Quimby-Pennock Recommending the Termination of Lakia Earley and Adoption of a Final Order Adopting the Recommended Order as the Board's Final Order

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

Ms. Pamela D'Agostino, General Counsel, provided the School Board a background of the case, an overview of the agenda item, and procedural options for the Board to consider to move forward.

After consideration, the Board voted.

5) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the meeting at 9:08 AM.

_____

Chad Choate, III
Chairman

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Cambridge District of the Year

Executive Summary
Cambridge International, part of the University of Cambridge and the world's largest provider of international education programs, selected the School District of Manatee County as the recipient of the Cambridge District of the Year Award in the medium size district category.

Every year Cambridge honors three exceptional districts across the U.S. in large, medium, and small public school district categories. Within each category, they recognize the districts that rank highest based on two criteria: 1) increasing access to rigorous Cambridge curriculum the past three years and 2) exhibiting strong student performance on Cambridge exams; thus, demonstrating the district's commitment to equity by providing access to excellence in education.

This award is based on exams taken during the November 2022 and June 2023 series. Over the past three years, the Manatee district has increased opportunities for students to participate in the Cambridge program.

Further, even amid growing the program, Manatee district students have achieved high pass rates. The overall Cambridge pass rate for the School District of Manatee County was 68.4% for the June 2023 series. This is a testimony to the hard work of teachers, school and district leaders and staff, parents, and, of course, the students.

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

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

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

AGENDA ITEM NO. 9.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Superintendent's Student Leadership Forum

Executive Summary
On Tuesday, March 5, 2024, the district's first Superintendent's Student Leadership Forum was held at Southeast High School. The forum gave the superintendent and other district and community leaders a chance to listen and learn from more than 40 student leaders from the Manatee District's seven high schools.

The goals of the forum included: learning from each other, talking about leadership, discussing district schools, and reflecting on the future. Small groups of students talked about topics like safety and security, student wellness, technology concerns, college and career preparedness, and advice for future high school students and school administrators.

Students also participated in a working lunch where they held wide-ranging discussions with Bradenton Mayor Gene Brown; School Board Chair Chad Choate; School District of Manatee County Assistant Directors Omar Edwards (Strategic Initiatives); Kelli Kennedy (Career & Technical Education); Reggie Goff (Construction Services); and Brittany Lamont, President & CEO of the Lakewood Ranch Business Alliance.

All the guest community leaders are graduates of Manatee District Schools.

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

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

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

AGENDA ITEM NO. 10.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing

Title
CRI Presentation of Medical Claim Payments Process Audit Report

Executive Summary
Mr. Mark Smith, of Carr, Riggs & Ingram (CRI), will provide a Presentation to the Board regarding the completed Medical Claim Payments Process Audit Report.

Contact
Initiating Department : School Board

Attachments:
Medical Claim Payment Process Draft Report HICS

School Board of Manatee County

Internal Audit of the Medical Claim Payment Process

February 20, 2024

DRAFT

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DRAFT

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
1001 3rd Avenue West
Suite 500
Bradenton, FL 34205

941.747.0500
941.746.0202 (fax)
CRIcpa.com

February 20, 2024

Audit Committee and School Board of
Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205

Pursuant to the approved 2023/2024 internal audit plan, we hereby submit the Internal Audit of the Medical Claim Payment Process. We will be presenting this report to the Audit Committee at the next scheduled meeting on March 6, 2024.

Our report is organized in the following sections:

Executive Summary	This provides a summary of the observations and testing results related to our internal audit of the Medical Claim Payment Process.
Background	This provides an overview of the components of the Medical Claim Payment Process.
Objectives, Scope, and Methodology	The internal audit objectives and focus are expanded upon in this section as well as the period of our methodology and areas evaluated.
Testing & Results	This section documents the testing performed and results of our internal audit procedures.

DRAFT

We would like to thank all those involved in assisting the Internal Auditors in connection with this audit.

Respectfully Submitted,

Carr, Riggs & Ingram, LLC
Internal Auditors

An internal audit of the Medical Claim Payment Process was included on the 2023/2024 approved Audit Plan. The District's medical plan is self-insured and administered by Meritain Health (Meritain). Meritain is a subsidiary of Aetna and is one of the nation's largest administrators of health benefits. Meritain processes the service provider claims and then bills the District for payment. Once Meritain receives the funds, then they make payments to the service providers. The internal audit did not include testing of the validity of claims and associated benefits, but rather an analysis and comparison of District Records and Meritain records. Meritain started providing administrative services for the self-insured plan on January 1, 2022.

The period from January 1, 2022 through December 31, 2022 (calendar year 2022), was reviewed during this internal audit. Per the Meritain contract, the District has a right to audit for up to one (1) year following the period end, therefore the audit for the 2022 calendar year must be complete by December 31, 2023. In order to evaluate the payments made by the District through Meritain to service providers, the District requested an internal audit of medical claim payments. We interviewed personnel, conducted walkthroughs, obtained documentation, analyzed data, and performed testing. We developed an internal audit program that addressed the following related functions:

- Medical Claim Payments
- Check Registers
- Explanation of Benefits
- Duplicate Claims
- ACH Payments

There were 90,729 claims for $37,533,169 processed for the 2022 calendar year based on the monthly check registers. Upon discussion with the Deputy Superintendent of Business Services, a sample size of fifty (50) was used and selections were made based on an analysis performed of the claim dollar amount and number of claims for different claim dollar ranges. For each paid claim, the data on the check register was successfully traced to the corresponding Explanation of Benefits (EOB) therefore confirming that the amount paid to the medical service provider, through Meritain, was properly supported. We selected two (2) months during the 2022 calendar year and traced all ACH payments submitted to Meritain matched the check register amounts for those months without exception. However, when performing the analysis of Duplicate Claim Payments we noted an exception. The specific test steps, can be found at Appendix A. The following is a summary of the area that should be addressed:

DRAFT

MCP-1 Duplicate Claim Payments – Moderate (Page 7)

Using the check registers for claims during the 2022 Calendar Year, a match was performed for the following fields of each claim to identify possible duplicate payments:

- Incurred Date
- Employee ID
- Payee ID
- Amount

The match analysis performed resulted in 547 total matches. After discussion with the Deputy Superintendent of Business Services, it was determined that testing would be performed on 10 matches (20 claims total). Four (4) out of the ten (10) selections were deemed to be duplicate payments per responses from Meritain, for a total of $8,834.30. Due to the number of discrepancies from the original duplicate claim payments testing, and per discussion with the Deputy

Superintendent of Business Services, additional testing was performed for possible duplicate payments for an additional 20 matches (47 claims- some matches resulted in multiple claims). Four (4) out of the twenty (20) selections were deemed duplicate billings per responses from Meritain, for an additional of $1,201.07. In all, eight (8) out of the thirty (30) duplicate claim payment matches resulted in duplicate claim payments totaling $10,035.37, which calculates to 0.0267% of the total claims paid during the 2022 Calendar Year.

Critical	Such an issue would be expected to receive immediate attention from Management, but must not exceed 30 days to remedy from the final Audit Report date.
High	Such an issue would be expected to receive urgent corrective action by Management, and must be completed within 60 days of final Audit Report date.
Moderate	Such an issue would be expected to receive corrective action from Management, and must be completed within 90 days of final Audit Report date.
Low	Such an issue does not warrant immediate attention but requires corrective action by Management, and must be completed within 120 days of final Audit Report date.

DRAFT

APPENDIX A

BACKGROUND

Premium payment deductions are taken out of employee paychecks for the employee portion of the health premiums. The District share of the health premium is also calculated each pay period. The total premiums (employee and District) are then transferred to a trust account. Meritain sends a secure email every Tuesday with the claim payments to several District staff, including the Benefits, Accounts Payable and Finance Departments. The Finance Department logs in to a portal and downloads the check register from Meritain that contains the details of the medical claims within the past week that are ready for funding.

The Employee Benefits Administrator receives a detailed check register that contains additional information, such as employee name, patient name, and reviews for any high-cost claimants. There is an average of 1,800 claims per check register. The Employee Benefits Administrator then communicates at the District's Healthcare Insurance Committee (HIC) meetings any high cost claims to identify current and possible further significant costs to the self-insurance plan. The Employee Benefits Administrator has 3 to 4 days prior to Meritain processing the ACH debit to review the check register and inquire about any claims.

The Employee Benefits Administrator approves the invoice for payment by the Accounts Payable Department for ACH. Meritain processes the ACH debit and this amount is charged to the District's concentration account. The Finance Department verifies that the ACH debit amount equals the Meritain check register amount, and also keeps an Excel spreadsheet log of the payments schedule, so the Finance Department can forecast for cash management when the ACH payment will be charged to the concentration account.

Aetna uses an auto adjudication system that follows the Plan Document (source of truth) using benefit codes tied to diagnosis and procedure coding under the Aetna network pricing system. Per Management, due to the lag in processing and the fact that there are typically multiple providers/charges with various process dates included in a claim, reconciling specific invoices or checks against a member's claim is not practical. Aetna's network pricing system checks to see if a provider is in-network, then Meritain's system automatically sends those claims to be repriced by the Aetna repricing team. This ensures Meritain is applying the appropriate contractual terms for allowable charges.

If the provider is not in-network, the claim follows a different path for allowable pricing. Meritain's cost management process for Out of Network claims is tiered, so that first the system looks for a network discount. If this is not available, Meritain attempts to negotiate a discount with the provider to accept and not balance bill the member. Precision Benefits Services (PBS) is a company within Aetna that negotiates the payments of claims to Out of Network Providers.

During the 2022 Calendar Year, there were 90,729 claims paid for a total of $37,553,169, broken down by month as follows:

DRAFT

2022 Medical Claims		
Month	Claims	Total
Jan-22	2,938	$363,819.78
Feb-22	4,775	$879,257.28
Mar-22	5,616	$1,220,111.33
Apr-22	6,340	$1,980,840.08
May-22	13,517	$5,963,445.53
Jun-22	7,818	$2,981,553.66
Jul-22	8,382	$3,429,598.58
Aug-22	10,438	$5,481,953.45
Sep-22	7,309	$3,035,414.89
Oct-22	8,173	$5,031,471.88
Nov-22	7,497	$2,898,615.10
Dec-22	7,926	$4,287,087.89
Grand Total	**90,729**	**$37,553,169.45**

DRAFT

OBJECTIVE

The primary objective of this internal audit was to assess medical claim payments made from the District's self-insured medical plan to medical providers for claims processed by Meritain.

SCOPE

Our internal audit scope for the Medical Claim Payments was for the 2022 Calendar Year, January 1, 2022 through December 31, 2022.

METHODOLOGY

We interviewed personnel, conducted walkthroughs, obtained documentation, analyzed data, and performed testing. We developed an internal audit program that addressed the following related functions:

- Medical Claim Payments
- Check Registers
- Explanation of Benefits
- Duplicate Claims
- ACH Payments

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TESTING & RESULTS

Medical Claim Payments

There were 90,729 claims for $37,533,169 processed for the 2022 calendar year. Upon discussion with the Deputy Superintendent of Business Services, a sample size of fifty (50) was requested and used. The selections were made based on the analysis performed below:

Claim Amount Category	Number of Claims	% of Number of Claims	Dollar Amount of Claims	% of Dollar Amount of Claims	Number of Selections for Testing
Over $20,000	254	0.28%	$ 12,360,612.21	32.91%	18
$5,000 to $20,000	811	0.89%	$ 8,106,329.17	21.59%	10
$500 to $5,000	6,149	6.78%	$ 8,179,304.18	21.78%	10
Under $500	83,515	92.05%	$ 8,906,923.89	23.72%	12
	90,729		**$ 37,553,169.45**		**50**

DRAFT

For each selection, we obtained the Explanation of Benefits (EOB) and performed the following testing:

1) Payee Name on Check Register matches EOB
2) Claim Number on Check Register matches EOB
3) Employee Name on Check Register matched EOB
4) Patient Name on Check Register matches EOB
5) Amount Paid on Check Register matches EOB

We reviewed an additional five (5) claims from Precession Benefits Services (PBS) as these are billed in aggregate and in a single line item for multiple Out of Network Claims. We obtained the EOB for the five (5) selections and discussed with the Deputy Superintendent of Business Services. Reports were provided to the Deputy Superintendent of Business Services to show the cost savings made through negotiations of claims, she determined based on the information received from Meritain that no additional testing was necessary.

Conclusion: For all fifty (50) claims tested, information on the check register, including dollar amount to be paid to the service provider, agreed to the supporting Explanation of Benefits. No exceptions noted.

Duplicate Claims

Duplicate Claim Numbers

Using the check registers for claims paid during the 2022 Calendar Year, a duplicate claim number match was performed for all 90,729 claims.

Conclusion: There were no duplicate claim numbers identified, therefore all claims on the check register had unique claim numbers. No exceptions noted

Duplicate Claim Payments – Round 1

Using the check registers for claims during the 2022 Calendar Year, a match was performed for the following fields of each claim to identify possible duplicate payments:

- Incurred Date
- Employee ID
- Payee ID
- Amount

The match performed resulted in 547 total matches. After discussion with the Deputy Superintendent of Business Services, it was determined that testing would be performed on 10 matches (20 claims total). The following procedures were performed:

1) For each claim we obtained the Explanation of Benefits and performed the following testing:

   1) Payee Name on Check Register matches EOB
   2) Claim Number on Check Register matches EOB
   3) Employee Name on Check Register matched EOB
   4) Patient Name on Check Register matches EOB
   5) Amount Paid on Check Register matches EOB

2) For each match, reviewed the EOB of each claim in the pair for possible duplications; such as Procedure/Revenue Code, Payee Name, Total Charges, Discount, notes, etc., and provided the noted duplications to Employee Benefits Administrator for inquiry with Meritain and received the responses from Meritain.

DRAFT

Conclusion: Four (4) out of the ten (10) selections were deemed to be duplicate payments per responses from Meritain, for a total of $8,834.30, with the largest duplicate payment at $7,960.00.

Duplicate Claim Payments – Round 2

Due to the number of discrepancies from the original duplicate claim payments testing, and per discussion with the Deputy Superintendent of Business Services, additional testing was performed for possible duplicate payments. An additional 20 matches (47 claims- some matches resulted in multiple claims). Selections were made based on certain attributes that were identified during the first round of testing. For example, different payee name but same payee number resulted in 3 of the 4 identified duplicate payments. Additionally, legitimate matches occurred in cases as it is common for certain medical procedures to require the billing of two (2) anesthesiologist or two (2) doctors.

The following procedures were performed during the second round of testing:

1) For each claim we obtained the Explanation of Benefits and performed the following testing:

    1) Payee Name on Check Register matches EOB
    2) Claim Number on Check Register matches EOB
    3) Employee Name on Check Register matched EOB
    4) Patient Name on Check Register matches EOB
    5) Amount Paid on Check Register matches EOB

2) For each match, reviewed the EOB of each claim in the pair for possible duplications; such as Procedure/Revenue Code, Payee Name, Total Charges, Discount, and notes, and provided the noted duplications to Employee Benefits Administrator for inquiry with Meritain and received responses from Meritain.

Conclusion: Four (4) out of the twenty (20) selections were deemed duplicate billings per responses from Meritain, for a total of $1,201.07.

Based on the testing of duplicate claim payments, the following recommendation is made:

MCP-1 Duplicate Claim Payments - Moderate

Condition: Eight (8) out of the thirty (30) potential duplicate claim payment matches resulted in actual duplicate payments totaling $10,035.37, which calculates to 0.0267% of the total claims paid during the 2022 Calendar Year.

Impact: The District paid twice for services performed by medical service providers. Per Meritain, a refund will be requested from the service provider. If the refund is not received, after one year the amount is written off as unable to recover. It is possible the District will not receive refunds of the duplicate payments.

Criteria: Payments should be made only once for services provided.

Cause: There is not a review process performed by the District, to identify duplicate payments. Responses provided from Meritain included that some of the duplicate claim payments were a result of being reprocessed or adjusted.

Recommendation: Management should perform the following:

1) Inquire and confirm with Meritain that any identified duplicate payment claims have been refunded by the service providers.

DRAFT

2) Perform a review of possible duplicate claim payments for the 2023 Calendar Year.

3) Determine the responsibility of the vendor to perform ongoing analysis or review of possible duplicate claim payments.

Management Response:

1) Robin Sallee at Meritain Health confirmed the claims have been closed due to no response, and/or the refund was received. As of February 27, 2023, the district received refunds totaling $6,981.77.

Per Denise McWilliams and Meritain Health's contract: Meritain Health will pursue overpayment and duplicate claims for one year. If the provider does not submit the refund the case is closed. This is industry standard and Meritain cannot take financial liability beyond the recovery efforts.

Meritain's internal auto adjudication system reviews multiple elements to identify duplicate claims, and if any of those elections are different [provider name, procedure code, billed amount, etc.], Meritain's system will identify it as a different claim; therefore, Meritain cannot guarantee every potential duplicate will be identified.

2) Brian Arnold / Denise McWilliams at Meritain Health provided a duplicate report showing the claims that were denied as a duplicate. From 1/1/2023 to 2/22/2024. They will provide a duplicate claims report annually, which is how Meritain's process is structured.

Brian Arnold / Denise McWilliams at Meritain Health have provided a refund report showing claims that have been adjusted and that Meritain has requested a refund for period 1/1/2023 to 2/21/2024.

3) Per Denise McWilliams at Meritain Health:

i. **Meritain has multiple system edits in place to identify claims that are incorrectly coded, unbundled, and/or billed as a duplicate.**
ii. **Duplicate billing is common based on providers' practice of rebilling at specific intervals if payment is not posted.**
   - **In most cases the duplicate is an identical match to initial billing, and easily caught and denied as duplicate.**
   - **Meritain's system keys on multiple elements to identify a duplicate, and if any of those elements are different [provider name, procedure codes, billed amount, etc.] the system will think it's a different claim; therefore, we cannot guarantee every potential duplicate will be identified.**
   - **In many cases the provider will advise if they've been overpaid, and we submit to the Adjustments Team to request a refund.**

DRAFT

- Any duplicates brought to our attention are submitted to the Adjustments Team, as the action needed could be a full or partial refund request, or an additional payment based on a refiling.
- We follow-up 4 times to collect overpayments, then if not received they are referred to an outside agency for collection.

- Per Denise McWilliams at Meritain:
- Meritain will pursue overpayment refunds as noted in our contract [item #11 below]. Meritain will pursue for one year, and if the provider does not submit the refund, the case is closed. This is industry standard and Meritain cannot take financial liability beyond the recovery efforts.
- #11 Overpayments
  - a. Meritain shall reprocess any identified errors in Plan benefit payments (other than errors Meritain reasonably determines to be de minimis), and, subject to Applicable Law, seek to recover any resulting overpayment by attempting to contact the party receiving the overpayment twice via letter, phone, or email. Client may direct Meritain not to seek recovery of overpayments from Participants, and if so then Meritain shall have no further responsibility with respect to those overpayments. Meritain is not responsible for pursuing overpayment recovery through litigation.
  - b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client less the Fees for non-subrogation recovery services as set forth under the Fee Schedule and Disclosures Exhibit. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits.

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Responsible Party: See Above.

Estimated Completion Date: See Above.

ACH Payments

We selected two (2) months, March and October, from the 2022 Calendar Year and traced transactions from the monthly check register (claims to be paid) to the bank transaction report. We confirmed that the amounts on the check registers were the amounts charged by Meritain via ACH.

Conclusion: All amounts on the check registers traced to the bank transaction reports without exception.

AGENDA ITEM NO. 10.2

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing

Title
Science Instructional Materials Adoption - *attachment added after publishing*

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, and Mrs. Shannon Fleming, Secondary Curriculum Director, will present information regarding the Science Instructional Material Adoption process and committee recommendations.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
Final Science Adoption added 4-19-2024

K-12 Science Instructional Materials Adoption

April 23, 2024

School Board Meeting

Strategic Plan Alignment

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 for Life, Goal 3

Provide unique and highly personalized support for English Language Learners

Ready for Life, Goal 4

Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Adoption Process

- All options evaluated were included on the Florida DOE Short Bid Report for Science.
- Publishers presented print and digital materials that were evaluated by the District Instructional Materials Adoption Committee (Admin, Teachers, Instructional Specialists, Parents, and Community Members).
- Principals and instructional employees reviewed physical and digital materials and completed a survey identifying their top choice.
- Materials are available for in-person view at the Professional Support Center and digitally on the District website.

Committee Ranked Order Recommendations

Science (K-5)
1. McGraw Hill
2. Discovery Education

Comprehensive Science 1-3 (6-8)
1. McGraw Hill
2. Savvas

Biology (9-12)
1. McGraw Hill
2. Savvas

Environmental Science (9-12)
1. Savvas
2. National Geographic Cengage

Chemistry (9-12)
1. National Geographic Cengage
2. McGraw Hill

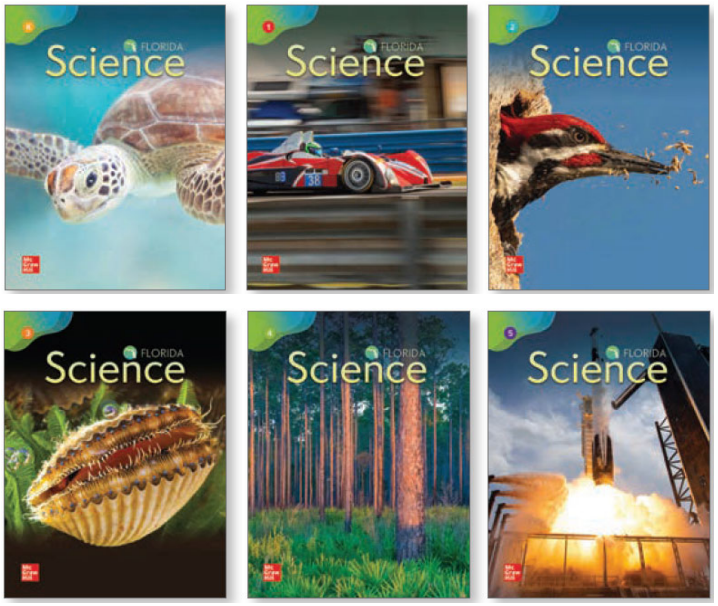
Marine Science (9-12)
1. McGraw Hill
2. National Geographic Cengage

Physics (9-12)
1. McGraw Hill
2. Savvas

Anatomy & Physiology (9-12)
1. McGraw Hill
2. National Geographic Cengage

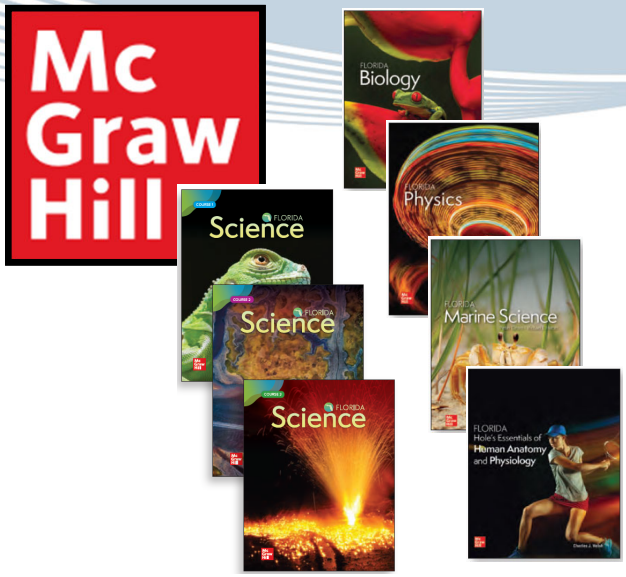
If approved by the School Board, the Superintendent will purchase the committee's highest-ranked recommended instructional materials that also appears on the 2023-2024 FLDOE Science Instructional Materials Adoption List current at the time of purchase.

K-5 Publisher Selection



- Aligned to Florida State Academic Standards in Science
- Connections made to the B.E.S.T. Standards
- STEAM Stations for hands on learning opportunities
- Follows the 5E Instructional Model
- Interactive Word Walls and Science Journals
- ACCESS Points are identified with ideas to scaffold lessons
- WIDA Can Do Descriptors are identified within each lesson
- Nature of Science Standards are embedded within each lesson

Secondary Publisher Selection



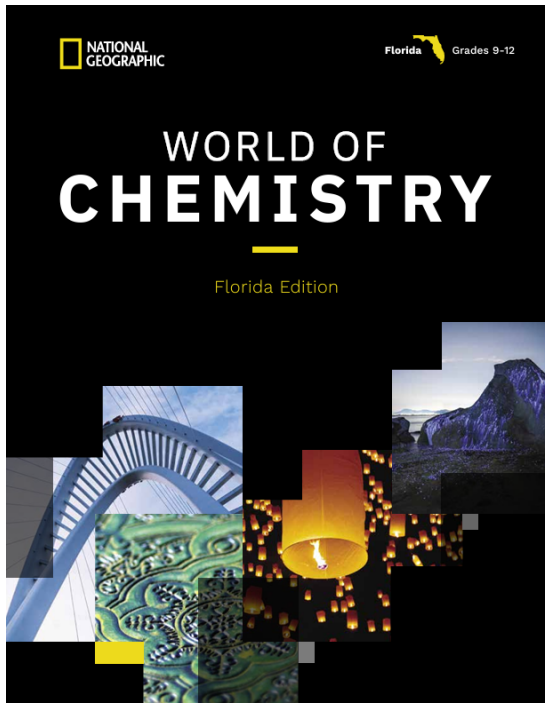
6th – 8th grade
- M/J Comprehensive Science 1-3

9th – 12th grade
- Biology
- Marine Science
- Physics
- Anatomy & Physiology

- Familiar format
- Well-organized for both teachers and students
- Scaffolding provided throughout
- Remediation tool for differentiation and personalization for students
- Authentic Spanish translation
- Integrated vocabulary that is easy to navigate
- Aligned to Florida State Academic Standards in Science
- Connections made to the B.E.S.T. Standards
- Full integration with Schoology and includes grade pass-back

Secondary Publisher Selection

NATIONAL GEOGRAPHIC



- Aligned to Florida State Academic Standards in Science
- Connections made to the B.E.S.T. Standards
- Significant math supports and practice
- Real-world connections and career highlights make the text more relatable and relevant
- Good supports for ELLs
- Concepts are presented in a logical order
- New-educator friendly
- Full integration with Schoology

Secondary Publisher Selection

SAVVAS LEARNING COMPANY



- Aligned to Florida State Academic Standards in Science
- Connections made to the B.E.S.T. Standards
- Thorough coverage of content
- Many visuals provided to engage students
- Online access is easy for teachers and students
- Very "user-friendly" with supports for ELLs and ESE students built in as well as remediation opportunities
- Full integration with Schoology

Next Steps

- Advertise for Public Review (April 2024)
- 30-Day Objection Filing Period (April 24 – May 23, 2024)
- Objection Process, if needed
- Place Order (as early as May 24, 2024)

K-12 Science Instructional Materials Adoption

April 23, 2024

School Board Meeting

AGENDA ITEM NO. 11.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

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

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

The personnel recommended for appointments for the 2023-2024 school year 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 April 23, 2024 updated 4.19.2024

Board Material - April 23, 2024 Revised 4/19/2024

Type		*Information/Position/Location*	Eff Date
Appointment/Admin			
	Ball, Megan	School Nurse, RN Kinnan Elementary **Range $40,879-$75,399**	3/18/2024
	Begue, Michelle	Project Director Matzke Support Center **Range $67,154-$121,365**	Updated 4/19/024 5/6/2024 ~~4/29/2024~~
	Lyon, Lisa	Strategic Initiatives Associate Director School Support Center **Range $75,563-$136,141**	5/28/2024
Appointment/Para			
	Bafia, Courtney	Teacher Aide, ESE, One-on-One Mills Elementary	4/1/2024
	Lose, Krista	Teacher Aide, ESE, One-on-One Harvey Elementary	3/31/2024
Appointment/Prof			
Req. 10364	*Borcsok Imri, ZsuZsanna*	Teacher, VE/SC Palmetto Elementary **M.S. Barry University**	4/1/2024
Req. 9751	*Critzer, Michael*	Teacher, VE Horizons Academy **MBA Southeastern Oklahoma State Univ.**	3/31/2024
Appointment/Supp			
	Brightwell, Saran	School Nurse, LPN Prine Elementary	4/1/2024
	Garcia-Batista, Willian	Warehouse Driver/Worker I Matzke Support Center	4/1/2024
	Garrity, Catherine	Bus Aide Matzke Support Center	4/1/2024
	Hohman, Thomas	Bus Driver Matzke Support Center	4/1/2024
	Martinez-Lora, Joseph	Account Specialist, MTC Manatee Technical College	3/31/2024
	Mayfield, Teanika	Bus Aide Matzke Support Center	4/1/2024

Type		*Information/Position/Location*	Eff Date
	Shannon, Felicia	School Registrar I, ES Palm View K-8	4/1/2024
	Whidden, Nathan	Custodian 8 Hr. School Support Center	4/1/2024
Deceased/Supp			
	Mobley, Kathy	Transportation Customer Service Rep Matzke Support Center	4/3/2024
Promotion/Admin			
	Bradshaw, Robert Daniel	From: Interim Principal, HS Parrish Community High To: Principal, HS Parrish Community High	Added 4/19/2024 4/24/2024
	Bumbalough, Michael	From: Data Support Services Engineer School Support Center To: Data Center Services Supervisor School Support Center	Added 4/19/2024 4/14/2024
	Cooper, Kimone	From: Interim Principal, MS Lee Middle To: Principal, MS Lee Middle	Added 4/19/2024 4/24/2024
Resignation during Investigation			
	Mihaly, Claudette	Bus Driver Matzke Support Center	3/23/2024
Resignation/Admin			
	Cox, Nicole	Exceptional Student Program Director Professional Support Center	Added 4/19/2024 6/30/2024
	D'Agostino, Pamela	Staff Attorney School Support Center	5/4/2024
Resignation/Para			
	Everett, Wirneyla	Teacher Aide, ESOL Daughtrey Elementary	3/30/2024
	James, Courtney	Health Aide Abel Elementary	4/6/2024
	Lopez, Estrella	Teacher Aide, ES Daughtrey Elementary	6/30/2024
	Martinez, Delia	Teacher Aide, ESE Palmetto Elementary	5/29/2024

Type		Information/Position/Location	Eff Date
	Peterson, Mildred	Classroom Sub Daughtrey Elementary	5/29/2024
	Potts, Amy	Teacher Aide, ES Palma Sola Elementary	5/4/2024
	Rodriguez Perez, Amanda	Teacher Aide, ESOL Bayshore Elementary	4/9/2024
Resignation/Prof			
	Alvarez, Daniel	Fifth Grade Teacher Johnson K-8	5/29/2024
	Cushing, Katelyn	Teacher, Resource Lincoln Middle	5/29/2024
	Delgado Vazquez, Mirla	Teacher, ESOL Resource Daughtrey Elementary	5/29/2024
	McMutry, Katrina	Fifth Grade Teacher Gullett Elementary	5/29/2024
	Myara, Yvette	First Grade Teacher Gullett Elementary	5/29/2024
	Schmidt, Craig	Teacher, Mathematics, HS Palmetto High	5/29/2024
	Sheppard, David	Student Support Specialist Lakewood Ranch High	4/6/2024
	Sperko, Rebecca	Teacher, Business Technology Buffalo Creek Middle	5/29/2024
	Wood, Terry	Kindergarten Teacher Prine Elementary	5/29/2024
Resignation/Supp			
	Butler, Jamie	Guidance Clerk, ES Prine Elementary	3/30/2024
	Diaz, Norka	Custodian 8 Hr. Braden River High	4/6/2024
	Ecker, Kirt	Bus Aide Matzke Support Center	3/13/2024

Type		*Information/Position/Location*	Eff Date
	Goff, Sarah	Guidance Clerk, ES Moody Elementary	5/28/2024
	Hylton, Alecia	School Clerical Assistant, 10 Mo. Southeast High	3/16/2024
	Mihaly, Claudette	Bus Driver Matzke Support Center	3/23/2024
	Murphy, James	Bus Driver Matzke Support Center	3/23/2024
	Naegelin, Lori	School Secretary I, 12 Mo. Manatee Technical College	4/3/2024
	Newton, Josephine	Custodian 8 Hr. Manatee High	4/9/2024
	Roarx, Jessica	School Nurse, LPN Stewart Elementary	4/20/2024
Retirement/Admin			
	Schrier, George	Student Services Director Professional Support Center **36 Years**	Added 4/19/2024 6/30/2024
Retirement/Para			
	Bellittera, Sherry	Teacher Aide, ES Moody Elementary **27 Years**	6/8/2024
Retirement/Prof			
	Dixon, Renandoes	Student Support Specialist Braden River Middle **19 Years**	5/29/2024
	Franco, Helene	Teacher, Music, HS Palmetto High **17 Years**	5/29/2024
Retirement in Lieu of Termination	*Williamson, Ross*	Teacher, Science, MS Braden River Middle **22.90 Years**	Added 4/19/2024 4/24/2024
Retirement/Support			
	Aguilar, Nilsa	Lead Custodian I Haile Middle	6/29/2024

Type		Information/Position/Location	Eff Date
		16.66 Years	
	Blosser, Joyce	Cafeteria Manager I Ballard Elementary **34.70 Years**	6/1/2024
	Jones, Sabrina	Custodian 8 Hr. Matzke Support Center **15 Years**	7/1/2024
	Katsihtis, Jean	Cafeteria Manager I Abel Elementary **25.40 Years**	7/1/2024
Termination Per Board Action			
	Earley, Lakia	Food Service Worker-6 Hr. Blackburn Elementary	3/22/2024
Termination/Para			
	Mathews, Ericka	Teacher Aide, ESE, One-on-One Palmetto High	4/3/2024
Termination/Support			
	Brooks, Brenda	Bus Aide Matzke Support Center	4/9/2024
	Griffin, Brandon	Food Service Worker-6 Hr. Prine Elementary	3/21/2024
	McClean, Essie	Custodian 8 Hr. Harvey Elementary	4/5/2024
	Wilcox, Stanley	Custodian 8 Hr. Harvey Elementary	4/6/2024
Transfer/Admin			
	Johnston, Lynne	From: Teacher, STEM Mills Elementary To: Coordinator, STEM Professional Support Center	6/23/2024
Transfer/Para			
	Sanders, Eugene	From: Teacher Assistant, MS, ISS Jain Middle To: Teacher Assistant, MS, ISS Lee Middle	3/31/2024
Transfer/Prof			
	Cohen, Rhonda	From: Teacher, Pre-K Handicapped Mills Elementary	7/1/2024

Type		*Information/Position/Location*	Eff Date
		To: Teacher, Pre-K Handicapped Palm View K-8	
Transfer/Support			
	Brooks, LaQunda	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-5 Hr. Bayshore High	3/31/2024
	Sosa Lima, Rosa	From: Food Service Worker-5 Hr. Bayshore High To: School Clerical Assistant, 10 Mo. Bayshore High	4/14/2024

AGENDA ITEM NO. 11.2

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 4.23.2024
OOF ESOL 4.23.2024
OOF Reading 4.23.2024

Out of Field Contet 4/23/2024 Board Meeting

EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, Resource	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	1/31/2025
Johnston,Joshua	Jain Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	1/30/2025
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
Rodriguez,Maria E.	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	1/11/2025
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fourth 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
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Conrad,Natalie Nicole	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/27/2024
Bartens,Jennifer Ann	Freedom Elementary School	Tchr, Pre-K Handicapped	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
Todaro,Anthony	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	10/29/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Broxson,Shane Alcus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	10/1/2024
Fallis,Mick	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	10/1/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Broxterman,Nicole Tadea	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Serrano,Theresa	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Swales,Cynthia Ann	Braden River High School	Tchr, VE	Middle Grades Mathematics 5-9	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Kennedy,Charles Arthur	Daughtrey Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Haile Middle School	Tchr, World Language, MS	World Language – Spanish K-12	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Mullins,Ryan Alexander	Lee Middle School	Tchr, Resource	Middle Grades General Science 5-9	5/31/2024

Neuman,Belen Jacqueline	Lee Middle School	Tchr, World Language, MS	Readinbg K-12	5/31/2024
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Greene,Kristin Steele Inderwiesen	Moody Elementary School	Tchr, Music, ES	Elementary Education K-6	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2024
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Burga Perez,Bruno	Rogers Garden-Bullock ES	Tchr, First Grade	Elementary Education K-6	5/31/2024
Rush,Cynthia Lee	Rogers Garden-Bullock ES	Tchr, PI, VE	Mathematics 6-12	5/31/2024
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Koka,Kiranmai	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/29/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Thomas,Sheree A.	Lee Middle School	Reading Coach, MS	Middle Grades English 5-9	2/2/2024
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/8/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Cray,Laura	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/22/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023
Esposito,Juliette	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, 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
Rostampour,Michael Maziar	Bayshore Elementary School	Tchr, Fourth Grade	Elementary Education K-6	10/5/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Third Grade	Elementary Education K-6	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
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	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
McMahon,Nicole E	Jain Middle School	Tchr, Other Classroom	PreKindergarten/Primary Education PK-3	5/31/2023
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Music K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Middle Grades General Science 5-9	5/31/2023
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
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
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
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, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,Jim H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second 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.	Daughtrey Elementary School	Tchr, First 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, VE	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
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
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
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
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
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Cushing,Katelyn	Lincoln Memorial Middle School	Tchr, Resource	Exceptional Student Education K-12	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, 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
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	Educational Media Specialist PK-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	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Brust,Doris	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	Art K-12	2/7/2021
Tate,Deonta	Palmetto High School	Tchr, TV Production	Art K-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
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
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
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
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
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	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
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
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

Out of Field ESOL 4/23/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cuda,Brittany	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Duba,Arlene Mag-Aso	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2025
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
Capellan,Maria Margarita	Blackburn Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Fostin,Ashley	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duncan,William	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Atunrase,Keaira	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
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
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Trautner,Tracy	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
McCaw,Kelsey	Palm View K-8 School	Teacher, Other Classroom	ESOL End. Class 1	8/1/2025
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Alcantara Jimenez,Ana	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Diaz,Yesenia	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
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Wallace,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Guzman,Bridget	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2025

Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Huffman,Erin Rose	Stewart Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Banks,Richelle	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Prucnell,Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Costello-Murray,Patricia Ann	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Case,Denise Kruger	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Mulcahy,Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Rochester,Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Imhoff,Cayse Jayne	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wagner,Melissa	Freedom Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 3	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, Fifth 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
Chaney,Mary Elizabeth	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Murphy,Shelby A	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Kotler,Michelle	Jain Middle School	Tchr, VE	ESOL End. Class 1	8/1/2024
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024

Keech-Babcock,Kari Jaclyn	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, First 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, Second Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Hendricks,Corey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Wade,Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Watkins,Jodi	Miller Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Blanco,Elizabeth A	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Bradley,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Blanco-Lopez,Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
Cobb,Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Klecka,Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024

Li,Stephanie	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/24/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
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, First Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
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
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
Alvarez,Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Lavigne,Jamie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2022
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Specialist, Student Support	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
Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fourth 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
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	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, Third Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Addair,Caressa Jude	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams 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, Fifth Grade	ESOL End. Class 1	8/1/2020
Scott,Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Mayoral,Melissa	Oneco Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third 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, Third Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	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
Coston,William F	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2015
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007

Out of Field Reading 4/23/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 2	11/1/2022
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
McLaughlin,Taylor Mae	Bayshore Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	8/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 11.3

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Proposal for Settlement for $156,000 in Shimmin v. School Board of Manatee County, Manatee County Circuit Court Case No. 2021 CA 281 (General Fund)

Executive Summary
This is an automobile negligence case resulting from an alleged incident on August 15, 2019, where a student was struck by a vehicle while crossing a roadway to board one of the Board's school buses. As a result of being struck, the student was thrown into the air and against the driver's side of the school bus, eventually landing on the pavement. The student's injuries include fractures to the femur, hip and pelvis and a concussion. On April 2, 2024, the plaintiff served the Board with a Proposal for Settlement to resolve all claims for $156,000.00. The Board has until May 2, 2024, to accept the proposal for settlement. Based on the information and discovery received to date, the Board's outside counsel does not recommend that the Board accept the plaintiff's proposal. The Board's outside counsel and the Superintendent recommend that the Board take no action and allow the proposal for settlement to expire. By taking no action, the case will continue through the litigation process, to possibly include trial. Because this case is currently in active litigation, if any Board Members have any questions regarding this matter, they should request private individual briefings with the General Counsel.

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

Recommendation
The Superintendent recommends approval to take no action on the proposal for settlement for $156,000.00 in Shimmin v. School Board of Manatee County, Manatee County Circuit Court Case No. 2021 CA 281 (General Fund).

Financial Impact
The Board will continue to incur, from the General Fund, the legal fees and costs for the Board's outside counsel to litigate this case.

Contact
Submitting Department: Legal
Initiated By: Pamela D'Agostino

Attachments:
2024-04-02 PFS

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA
CIVIL DIVISION

GABRIEL SHIMMIN,

Plaintiff,

vs. **Case No.: 2021CA281**

SCHOOL BOARD OF MANATEE COUNTY,

Defendant.
_____/

NOTICE OF SERVING PROPOSAL FOR SETTLEMENT UNDER SECTION 768.79, *FLORIDA STATUTES* AND RULE 1.442, *FLORIDA RULES OF CIVIL PROCEDURE*

COMES NOW, the Plaintiff, GABRIEL SHIMMIN, by and through his undersigned counsel, and pursuant to Rule 1.442, *Florida Rules of Civil Procedure*, and Section 768.79, *Florida Statutes*, files this Notice that a Proposal for Settlement was served on the Defendant, SCHOOL BOARD OF MANATEE COUNTY, on this **2nd** day of April, 2024.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **2nd** day of April, 2024, the foregoing has been provided via the Florida Courts E-Filing Portal to: William B. Bracken, Esquire: brackenpa@brackenfirm.com and christina@brackenfirm.com.

FLORIN ROEBIG, P.A.

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IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA
CIVIL DIVISION

GABRIEL SHIMMIN,

Plaintiff,

vs. **Case No.: 2021CA281**

SCHOOL BOARD OF MANATEE COUNTY,

Defendant.
_____/

PROPOSAL FOR SETTLEMENT

COMES NOW, the Plaintiff, GABRIEL SHIMMIN, by and through his undersigned counsel, and, pursuant to Rule 1.442, *Florida Rules of Civil Procedure,* and Section 768.79, *Florida Statutes,* hereby makes a Proposal for Settlement to the Defendant, SCHOOL BOARD OF MANATEE COUNTY, as follows:

1. NAME OF PARTY OR PARTIES MAKING THE PROPOSAL

This Proposal is made by Plaintiff, GABRIEL SHIMMIN.

2. NAME OF PARTY OR PARTIES TO WHOM THE PROPOSAL IS BEING MADE

This Proposal is made to Defendant, SCHOOL BOARD OF MANATEE COUNTY.

3. THE CLAIMS THE PROPOSAL IS ATTEMPTING TO RESOLVE

The Proposal resolves all damages that would otherwise be awarded in a Final Judgment in the action in which the Proposal is served, subject to number 7 stated herein.

4. ANY RELEVANT CONDITIONS

If this Proposal is accepted and paid by the Defendant, SCHOOL BOARD OF

MANATEE COUNTY, the Plaintiff, GABRIEL SHIMMIN, will file a Voluntary Dismissal with Prejudice of all claims against Defendant, SCHOOL BOARD OF MANATEE COUNTY, as alleged or raised in the Complaint filed by the Plaintiff, GABRIEL SHIMMIN, in the above-styled action.

Further, if this Proposal for Settlement is accepted, the Plaintiff, GABRIEL SHIMMIN, herein, will agree to indemnify and hold Defendant, SCHOOL BOARD OF MANATEE COUNTY, harmless regarding payment of all medical costs and/or reimbursement liabilities, if any, relating to this subject lawsuit/claim, and the Plaintiff, GABRIEL SHIMMIN, will execute a Releasing Agreement in favor of this Defendant, SCHOOL BOARD OF MANATEE COUNTY.

5. TOTAL AMOUNT OF THE PROPOSAL

One Hundred and Fifty-Six Thousand Dollars and No Cents ($156,000.00).

6. PUNITIVE DAMAGES

This Proposal contains no claim for punitive damages nor are punitive damages a part of this legal claim.

7. ATTORNEY'S FEES

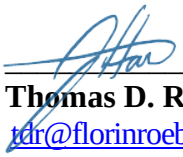
This proposal contains no claim for attorney's fees nor are attorney's fees currently a part of this legal claim.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **2nd** day of April, 2024, the foregoing has been provided via the Florida Courts E-Filing Portal to: William B. Bracken, Esquire: brackenpa@brackenfirm.com and christina@brackenfirm.com.

FLORIN ROEBIG, P.A.



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AGENDA ITEM NO. 11.4

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Title II Part A: Supporting Effective Instruction Amendment for the 2023-2024 School Year in the Amount of $777,500.54 (Incoming Grant Funds)

Executive Summary

The Title II, Part A: Supporting Effective Instruction Grant is a federal entitlement grant that the District receives on an annual basis. The Title II, Part A: Supporting Effective Instruction Grant supports increasing student achievement and improving schools through the use of funds for professional learning for teachers and administrators. Title II roll forward funds are available in the amount of $618,711.82. The School District of Manatee County (SDMC) also received an adjustment in allocation for the 2023-2024 school year in the amount of $158.788.72, bringing the total additional funds available to $777,500.54. The additional Title II funds will supplement and expand already planned activities and support existing personnel salaries aligned with the board approved scope of the Title II, Part A funding. These include increasing summer professional learning opportunities that support elementary and secondary instruction, as well as building professional learning libraries for school leaders, teachers, and other school support staff. These materials will be used to bolster and support professional learning and to continue to build and retain highly effective staff.

The amendment was previously submitted to the Department of Education for approval and will retracted if not approved by the Board.

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 of the Title II, Part A: Supporting Effective Instruction Amendment for the 2023-2024 school year, in the amount of $777,500.54 (Incoming Grant Funds).

Financial Impact
There will be no cost to the General Fund.

Contact
Submitting Department: Student Services
Initiated by: Laurie Breslin

Attachments:
Staff Coordination Form Title II Amend 1 (002).pdf

STAFF COORDINATION FORM

TO:		BOARD MEETING DATE : (if applicable)	LOG NUMBER:
Dr. Jason Wysong		April 23, 2024	
THRU: Latrina Singleton	PREPARED BY: Rosa Mercado	DATE PREPARED: 04/04/24	DUE DATE: 04/08/24

SUBJECT:		ACTION REQUIRED
Approval to Apply, Accept and Expend Amendment 1 of the Title II-A Grant	✔	APPROVAL
	✔	SIGNATURE
		COORDINATION
		INFORMATION

ACTION SUMMARY:	
1. Purpose	Approval to Apply, Accept and Expend Amendment 1 of the Title II-A Grant
2. Background	Title II-A is a federal entitlement grant that the district receives on an annual basis to support high-quality professional learning.
3. Discussion	Title II-A is a federal entitlement grant that the district receives on an annual basis. Title II roll forward funds are available in the amount of $618,711.82. The School District of Manatee County (SDMC) also received an adjustment in allocation for the 2023-2024 school year in the amount of $158.788.72, bringing the total additional funds available to $777,500.54. The additional Title II funds will supplement and expand already planned activities and support existing personnel salaries aligned with the board approved scope of the Title II, Part A funding. These include increasing summer professional learning opportunities that support elementary and secondary instruction, as well as building professional learning libraries for school leaders, teachers, and other school support staff. These materials will be used to bolster and support professional learning and to continue to build and retain highly effective staff. This amendment is pending board approval and will be withdrawn if board approval is not granted.
4. Recommendation	Pending Board Approval Superintendent's signature requested on DOE 150.

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	COMMENTS
Student Support	Approve	Laurie Breslin	04/04/24	
Finance	Approve	Catherine Miley Hayden	04/04/24	
Deputy Superintendent	Approve	Rachel Sellers	04/04/24	
Deputy Superintendent	Approve	Derek Jensen	04/04/24	
Superintendent	Approve	Dr. Jason Wysong	04/04/24	

Encl: Tab A DOE 150
Tab B DOE 151

INSTRUCTIONS FOR STAFF COORDINATION FORM

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

How to fill out this form:

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

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

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

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

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

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

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

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

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

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

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

STEPS:

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

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County	Date Received
B) Program Name: _Title II, Part A_____ **TAPS Number: _**410-2244C-4CT01		**Project Number (DOE Assigned)**

C) Amendment Type	**D) Amendment Request Contact Information**	
☐ Program ☒ Budget **Amendment Number: _____**	Contact Name: Laurie Breslin	941-751-6550 x. 43075
	Mailing Address: 215 Manatee Ave. W. Bradenton, Fl 34205	E-mail Addresses: BreslinL2@manateeschools.net

E) Required Signature and Certification

I, ___Dr. 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 amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

_____	Superintendent	_____	_____
Signature of Agency Head	Title		Date

F) Narrative

Title II-A is a federal entitlement grant that the district receives on an annual basis. Title II roll forward funds are available in the amount of $618,711.82. The School District of Manatee County (SDMC) also received an adjustment in allocation for the 2023-2024 school year in the amount of $158.788.72, bringing the total additional funds available to $777,500.54. The additional Title II funds will supplement and expand already planned activities and support existing personnel salaries aligned with the board approved scope of the Title II, Part A funding. These include increasing summer professional learning opportunities that support elementary and secondary instruction, as well as building professional learning libraries for school leaders, teachers, and other school support staff. These materials will be used to bolster and support professional learning and to continue to build and retain highly effective staff.

This amendment is pending Board approval, and will be withdrawn should the Board not approve the amendment.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School District of Manatee County
District/Agency Name

B) 410-2244C-4CT01
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$ 1,656,475.00

E) Total Project Amount resulting from this Budget Amendment
$ 2,433,975.54

F) Line Item Description

Function	Object	Account Title & Narrative	FTE Position	Amount Increase	Amount Decrease
6400	110	Salary for 5 Positions @1.0 FTE. Curriculum and Instructional ccoordinators are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams, and serve as liaisons between the district and the schools. Coordinators will provide professional learning to teachers and administrators to improve student achievement.	5.0	$ 356,761.46	
6400	210	Retirement for Positions @ 13.57%	5	$ 48,412.53	
6400	220	Social Security for Positions @ 7.65%	5	$ 27,292.26	
6400	232	Life Insurance for Positions @ 0.23%	5	$ 820.55	
6400	231	Health insurance for Positions @ 15.66%	5	$ 55,868.85	
6400	240	Workers compensation for Positions @ 1.25%	5	$ 4,459.52	
6400	130	Reduction of 4 Positions @1.0 FTE. Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams, and serve as liaisons between the district and the schools. Specialists will provide professional learning to teachers and administrators to improve student achievement.	4.0		$ 218,272.80
6400	210	Retirement for Positions @ 13.57%	4		$ 29,619.62
6400	220	Social Security for Positions @ 7.65%	4		$ 16,697.87
6400	232	Life Insurance for Positions @ 0.23%	4		$ 502.03
6400	231	Health insurance for Positions @ 15.66%	4		$ 34,181.52
6400	240	Workers compensation for Positions @ 1.25%	4		$ 2,728.41
6400	130	Salary for 1 Positions @ .6 FTE. The Associate Director of Professional learning is designated to provide district professional learning for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams, and serve as liaisons between the district and the schools.	0.6	$ 59,773.08	
6400	210	Retirement for Positions @ 13.57%	0.6	$ 8,111.31	
6400	220	Social Security for Positions @ 7.65%	0.6	$ 4,572.64	
6400	232	Life Insurance for Positions @ 0.23%	0.6	$ 137.48	

6400	231	Health insurance for Positions @ 15.66%	0.6	$ 9,360.47	
6400	240	Workers compensation for Positions @ 1.25%	0.6	$ 747.17	
6400	120	Non-Contracted Hourly Pay - for faciliators to provide ESOL certification and/or endorsement modules	0	$ 10,000.00	
6400	210	Retirement for Non-Contracted Hourly @ 13.57%	0	$ 1,357.00	
6400	220	Social Security for Non-Contracted Hourly @ 7.65%	0	$ 765.00	
6400	240	Workers compensation for Non-Contracted Hourly @ 1.25%	0	$ 125.00	
6300	120	Non-Contracted Hourly Pay - for teachers to provide Gifted curriculum writing to support ELA and math curriculum maps in grades K-12.	0	$ 10,000.00	
6300	210	Retirement for Non-Contracted Hourly @ 13.57%	0	$ 1,357.00	
6300	220	Social Security for Non-Contracted Hourly @ 7.65%	0	$ 765.00	
6300	240	Workers compensation for Non-Contracted Hourly @ 1.25%	0	$ 125.00	
6400	120	Non-Contracted Hourly Pay - for faciliators to provide Gifted certification and/or endorsement modules	0	$ 10,000.00	
6400	210	Retirement for Non-Contracted Hourly @ 13.57%	0	$ 1,357.00	
6400	220	Social Security for Non-Contracted Hourly @ 7.65%	0	$ 765.00	
6400	240	Workers compensation for Non-Contracted Hourly @ 1.25%	0	$ 125.00	
6400	120	Non-Contracted Hourly Pay - for teacher to participate in Gifted certification and/or endoresement professional learning. Teachers will be paid a rate of $20.00 per hour.	0	$ 20,000.00	
6400	210	Retirement for Non-Contracted Hourly @ 13.57%	0	$ 2,714.00	
6400	220	Social Security for Non-Contracted Hourly @ 7.65%	0	$ 1,530.00	
6400	240	Workers compensation for Non-Contracted Hourly @ 1.25%	0	$ 250.00	
6400	290	Correction of object code error for life insurance in original g	0		$ 2,382.43
6400	232	Correction of object code error for life insurance in original g	0	$ 2,382.43	
6400	330	Out of county travel for teachers, specialists, coordinators and school leaders to attend summer conferences designed to strengthen knowledge of Florida course standards and assessments. Travel to summer FDOE conferences include mileage, tolls, food and hotels.	0	$ 60,000.00	

6400	330	Out of county travel for curriculum specialists to attend Kagen training. Travel to Kagen conference includes mileage and food.	0	$ 2,000.00	
6400	330	Travel to include registration for ASCD and Kagen professional learning.	0	$ 2,000.00	
6400	510	Supplies to support summer professional learning for teachers, paraprofessionals, and school leaders.	0	$ 2,500.00	
6400	510	Supplies and professional learning books to support summer professional learnng for teachers, paraprofessionals, deans, school support personnel, school leaders and district leaders.	0	$ 90,000.00	
6400	310	Professional and Technical: Branching Minds is a platform that supports Tier I, Tier II, and Tier III academic and behavior interventions. Branching Minds will provide professional leanring to support multi-tiered systems of support.	0	$ 30,000.00	
6400	310	Professional and Technical: Gulf Coast Partnership (GCP) for th Preparing New Principals Program.	0	$ 10,000.00	
7200	792	Miscellaneous Indirect Costs @ 3.72%	0	$ 27,885.67	
6400	360	Software and rentals to MyPGS and Educational Impact. This online technology\consists of instructional training materials and online professional learning subscriptions.	0	$ 217,564.80	
				$1,081,885.22	$ 304,384.68

AGENDA ITEM NO. 11.5

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept and Expend the Title IV Part A Grant Amendment 2 for the Additional Allocation and Roll Forward Funds for the 2023-2024 School Year, in the Amount of $181,670.72 (Incoming Grant Funds)

Executive Summary
The Title IV, Part A (24A020) grant is an annual federal entitlement grant. This grant funds initiatives to increase access to a well-rounded education, improve learning conditions, and increase technology use. On June 27, 2023, the School Board of Manatee County approved the Title IV, Part A Grant in the amount of $1,098,284.00. On January 30, 2024, the School Board approved Amendment 1, a budget and program amendment to reallocate $160,743.51 of the original awarded amount.

The Florida Department of Education (FDOE) finalized the 2023-2024 allocation and roll forward in the amount of an additional $181,670.72 for a total award amount of $1,279,954.72. Amendment 2 is a budget amendment only and all activities align with the existing scope of the grant.

This additional allocation is pending Board approval. If 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 To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

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

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 apply, accept and expend the Title IV, Part A, Grant Amendment 2 for the additional allocation and roll forward funds for the 2023-2024 School Year, in the amount of $181,670.72 (Incoming Grant Funds).

Financial Impact

There will be no cost to the General Fund. The School District of Manatee County was awarded the Title IV, Part A grant for the 2023-2024 School Year, in the amount of $1,098,284.00. The District is requesting an amendment to the grant to allocate additional available funds in the amount of $181,670.72 for a total award amount of $1,279,954.72 for the 2023-2024 School Year.

Contact
Submitting Department: Federal Programs and Grants
Initiated by: Latrina Singleton and Mario Mendoza

Attachments:
T4PA 23-24 A2.pdf

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County	Date Received
B) Program Name: Title IV, Part A **TAPS Number:** 24A020		**Project Number (DOE Assigned)** 410-2414A-4C001

C) Amendment Type	D) Amendment Request Contact Information	
☒ Program ☒ Budget **Amendment Number:** 2	Contact Name: Mario Mendoza	Telephone Numbers: 941-751-6550 ext. 43333
	Mailing Address: 215 Manatee Ave. West Bradenton, FL 34205	E-mail Addresses: mendozam@manateeschools.net

E) Required Signature and Certification

I, Dr. Jason Wysong, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Signature of Agency Head **Pending School Board Approval*	Superintendent Title	04/10/2024 Date

F) Narrative

The 23-24 Title IV, Part A has received communication of a Final Allocation, plus approved roll forward, increasing the total funds available for 2024 to $1,279,954.72. This budget amendment serves to request access to the additional $181,670.72.

1. **Reduce Local Travel lines** by $7500.
2. **Reduce Out of State Travel line** by $1150.
3. **AOF 2, Activity 2 –**
    - **Reduce Teacher Stipend line**.
    - **Increasing funds** to contract with Catapult Learning for additional training sessions in June of 2024. The Professional Learning Department has identified the need to provide continuing training to returning teacher mentors, while differentiating training to teachers who will be mentoring for the first time. The district will also be increasing the total number of teacher mentors it provided in the coming year, which will require added training sessions to accommodate all the attendees. Added sessions and added materials will total $36,000. This amount combined still meets the FLDOE limit of $3000 per full day of training.
    - **Add NEW budget line to -** Purchase approximately 250 books such as Harry Wong's "First Days of School" ($36 each) for Professional Learning to conduct a book study. Approximately $9000.
4. **Increase funds to AOF 2, Activity 4 –** to purchase additional school supplies such as art notebooks, pencils, pens, composition notebooks, and binders.
5. **Increase funds to AOF 2, Activity 6 –** to purchase additional Translation Live equipment for additional school sites. Increase by approximately $39,984.
6. **Increase funds to (AOF 2, Activity 6) – Wireless Interpretation System** – such as one featured by Unicom's UN350-20 so that schools can translate for families at large meetings such as back-to-school, assemblies, and other similar events. This will assist in making family engagement more meaningful. The cost of each unit is determined by the number of headsets, either 10 headsets (approximately $2100) or 20 headsets (approximately $3530). A unit will be provided to approximately 40 school sites based on the number of ELL students. The number of ELL students will also be used to determine which unit will be provided to each site that receives one.
7. **Correction to Object code 5100-510 to 5100-642 AOF 1, Activity 9** for accuracy of expenditure.
8. **Adjustment to GET salary, benefits, and other related lines (AOF 1, Activity 3)** for more accuracy.
9. **Adjustment to Indirect Cost (AOF 4, Activity 2).**
10. **Adjustment to Panorama Platform total cost AOF 1, Activity 10** by $1,764.15 for more accuracy.
11. **Adjustment to AOF 2, Activity 4,** by an additional $239.60 for more accuracy.
12. **Adjustment to 5100-230** for more accuracy.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Distrcit of Manatee County
District/Agency Name

B) 410-2414A-4C001 / 24A120
Project Number/TAPS Number

C) 2
Amendment Number

D) Total Project Amount Currently Approved
$1,098,284.00

E) Total Project Amount resulting from this Budget Amendment
$1,279,954.72

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
6140	394	**Psychological Services-Distributions to Charter Schools (Non-FEFP)**: AOF 2 Activity Number 5		**791.04**	
6300	394	**Instruction and Curriculum Development Services-Distributions to Charter Schools (Non-FEFP)**: AOF 2 Activity Number 5			**791.04**
5100	369	**Basic (FEFP K-12)-Technology-Related Rentals**: Private School AOF 1 Activity Number 9		**4,616.11**	
5100	510	**Basic (FEFP K-12)-Supplies**: Private School AOF 1 Activity Number 9			**4,616.11**
5100	510	**Basic (FEFP K-12)-Supplies**: AOF 2, Activity 4		**5,762.88**	
5100	510	**Basic (FEFP K-12)-Supplies**: Private School AOF 1 Activity Number 9			**508.92**
5100	642	**Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures and Equipment**: Private School AOF 1 Activity Number 9		**508.92**	
7200	790	**General Administration-(Indirect Cost) @3.72%**: Adjusted due to Capital Outlay Item being purchased AOF 4 Activity Number 2			**0.80**
6110	730	**Attendance and Social Work-Dues and Fees**: AOF 2 Activity Number 3		**400.00**	
6150	649	**Parental Involvement-Technology-Related Noncapitalized Fixtures and Equipment**: Translation Live equipment and adding Headsets for translation AOF2, Activity 6		**181,184.00**	
6300	160	**Instruction and Curriculum Development Services-Other Support Personnel**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**7,831.79**
6300	210	**Instruction and Curriculum Development Services-Retirement**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**1,174.77**
6300	220	**Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**599.13**

6300	230	**Instruction and Curriculum Development Services-Group Insurance-Health & Hospitalizations**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**1,226.46**
6300	230	**Instruction and Curriculum Development Services-Group Insurance-Life Insurance**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**18.01**
6300	240	**Instruction and Curriculum Development Services-Workers' Compensation**: Graduation Enhancement Tech (GET) No change to FTE person hired required less than originally estimated Area of Focus: AOF 1 Activity Number 3			**97.90**
6300	510	**Instruction and Curriculum Development Services-Supplies**: Graduation Enhancement Tech (GET) AOF 1 Activity Number 3			**239.60**
6400	120	**Instructional Staff Training Services-Other Certified**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**17,949.85**
6400	210	**Instructional Staff Training Services-Retirement**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**3,492.30**
6400	220	**Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**1,373.15**
6400	240	**Instructional Staff Training Services-Workers' Compensation**: New Teacher Mentor Program Stipends reduced Area of Focus: AOF 2 Activity Number 2			**223.84**
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: AOF2 Activity Number 2		**22,500.00**	
6400	330	**Instructional Staff Training Services-Travel**: National Family Engagement Summit – Out-of-State Travel Estimated travel realized lower. RF: AOF 2 Activity Number 1			**400.00**
6400	369	**Instructional Staff Training Services-Technology-Related Rentals**: Panorama Education – online platform Area of Focus: AOF 1 Activity Number 10		**1,764.15**	
6400	510	**Instructional Staff Training Services-Supplies**: Books for Professional Learning		**9,000.00**	
9100	510	**Community Services-Supplies**: AOF 2 Activity Number 4		**239.60**	
5100	230	**Basic (FEFP K-12)-Group Insurance-Health & Hospitalizations**: Person does not take Health Insurance AOF 1 Activity Number 7			**4,552.31**
			Total	**226,766.70**	**45,095.98**

Instructions

Budget Amendment Narrative Form
DOE 151

A) Enter District/Agency Name

B) Enter Project Number of original project and corresponding TAPS number

C) Enter chronological number of this Amendment Request

D) Enter the Total Project Amount Currently Approved

E) Enter the Total Project Amount resulting from this Amendment

F) Provide a narrative description for each budget item by category to justify the requested Budget Amendment. List ONLY the budget lines that are being amended and/or new ones being created. For each budget line to be amended, indicate whether the amount will be increased or decreased in the appropriate column and record the adjusted amount being submitted for approval.

THIS FORM MUST BE ACCOMPANIED BY AN APPROPRIATELY COMPLETED PROJECT AMENDMENT REQUEST FORM, DOE 150

AGENDA ITEM NO. 11.6

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title

Approval to Apply, Accept, and Expend the 2023-2024 Individuals with Disabilities Education Act (IDEA) Part B, K-12 Roll Forward Funds in the Amount of $1,934,131.09 (Incoming Grant Funds)

Executive Summary

The 2023-2024 Individuals with Disabilities Education ACT (IDEA) Part B, K - 12 Entitlement budget includes funds for several positions including: Interpreters, Child Find Specialists, Teachers' Aides, Teachers' Assistants, School Health Coordinator, Nurses, Health Aides, Parent Support Specialist, Curriculum Specialist, Local Area Network Specialist, Behavior Specialists, Behavior Technicians, Speech/Language Pathologists, Itinerant Vision and Deaf and Hard of Hearing (DHH) Teachers, Associate Directors, Exceptional Student Education (ESE) Coordinators, Exceptional Student Education (ESE) Specialists/Resource Compliance Specialists, Secretaries, Registrars, Jr. Accountant and Grant Accountant. In addition, the annual budget includes funds for benefits related to these positions, travel for staff in these positions, supplies to support students with disabilities, a proportionate share for services to parentally placed private school children, support of Coordinated Early Intervening Services (CEIS), support for the Extended School Year (ESY) program and contracted services for speech, occupational and physical therapy.

A final review of expenditures was recently done by the Department of Education for the 2022-2023 IDEA Part B, K - 12 Entitlement budget and it was determined that our estimated roll forward of 2022-2023 IDEA Part B, K - 12 Entitlement funds were greater than expected. An additional award amount was offered via letter from the Department of Education. The amount of the additional roll forward funding being granted is $1,934,131.09. The original allocation for the 2023-2024 IDEA Part B, K-12 Entitlement budget was $15,916,522.00. The additional funding will result in a total of $17,850,653.09 for the 2023-2024 school/fiscal year.

The amendment will be submitted to the Department of Education for approval and retracted if not approved by the Board.

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

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

Recommendation

The Superintendent recommends approval to accept and expend an additional $1,934,131.09 into the 2023-2024 IDEA Part B, K-12 Entitlement Roll Forward Funds Amendment for grant period ending June 30, 2024 (Incoming Grant Funds).

Financial Impact

The amount of the additional funding being granted is $1,934,131.09. The original allocation for 2023-2024 was $15,916,522.00. The additional funding will result in a total award of $17,850,653.09. The 2023-2024 IDEA Part B, K-12 budget must be expended by June 30, 2024.

Contact

Submitting Department: Exceptional Student Education
Initiated By: Nicole Cox

Attachments:
Fully Signed- IDEA Part B, K - 12 Entitlement Roll Forward for Board 4-23-24.pdf

STAFF COORDINATION FORM

TO:		BOARD MEETING DATE: (if applicable)	LOG NUMBER:
Dr. Jason Wysong, Superintendent		4/23/24	
THRU: Nicole Cox	PREPARED BY: Laurie Beauregard	DATE PREPARED: 4/5/2024	DUE DATE:

SUBJECT:	ACTION REQUIRED	
IDEA Part B, K - 12 Entitlement	✔	APPROVAL
	✔	SIGNATURE
		COORDINATION
		INFORMATION

ACTION SUMMARY: 1. Purpose	To obtain approval and signature from Dr. Jason Wysong, to submit IDEA Part B, K - 12 Project Amendment to DOE
2. Background	The DOE provides additional roll foward funds based on previously unspent monies.
3.Discussion	This amendment allows us to accept and expend an additional $1,934,131.09 as part of a 2023-2024 accumulated roll forward. Our original amount was $15,916,522.00. Our new award amount is $17,850,653.09. The purpose of this amendment is to allocate additional roll forward funds. These funds will be used for product, services and staff to support students with disabilities in grades K - 12. This amendment is pending Board approval and will be withdrawn if it is not Board approved.
4.Recommendation	For Dr. Jason Wysong, Superintendent to approve and sign the attached amendment.

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	SIGNATURE
ESE/Director		Nicole Cox		Nicole Cox
Finance		Veronica Arellano De Castro		Veronica Arellano De Castro
Finance		Cathy Miley-Hayden		Cathy Miley
Executive Director		Laurie Breslin		Laurie Breslin (Apr 11, 2024 12:43 EDT)
Deputy Superintendent		Derek Jensen		
Superintendent		Jason Wysong		

Encl: Tab A

Tab B

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County 215 Manatee Avenue W Bradenton, FL 34205	Date Received
B) Program Name: IDEA Part B, K-12 Entitlement **TAPS Number:** 24C001		**Project Number (DOE Assigned)** **410-2634B-4CB01**

C) Amendment Type

☐ Program ☐ Budget X

Amendment Number: 1

D) Amendment Request Contact Information

Contact Name:	Telephone Numbers:
Nicole Cox	**941-751-6550**
Mailing Address: PO Box 9069	E-mail Addresses: Coxn@manateeschools.net

E) Required Signature and 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 amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Signature of Agency Head	Superintendent Title	Apr 11, 2024 Date

F) Narrative

The attached amendment includes a reassignment of funds to meet the needs of students with disabilities in Manatee County and includes roll forward funds.

FLORIDA DEPARTMENT OF EDUCATION

BUDGET AMENDMENT NARRATIVE FORM

School District of Manatee
District/Agency Name

B) 410-2634B 4CB01
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$ 15,916,522.00

E) Total Project Amount resulting from this Budget Amendment
$ 17,850,653.09

F)

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5200	120	**Classroom Teachers**: Teachers (4 @ 100%) to provide services and support to students with visual impairments.	4	$ 5,639.00	
5200	210	**Retirement**: Employee benefits for teachers @ 13.57%.	0	$ 765.21	
5200	220	**Social Security**: Employee benefits for teachers @ 7.65%.	0	$ 431.38	
5200	231	**Health and Hospitalization**: Employee benefits for teachers @ 15.66%.	0	$ 883.07	
5200	232	**Life Insurance**: Employee benefits for teachers @ .23%.	0	$ 12.97	
5200	240	**Workers Compensation**: Employee Benefits for teachers @ 1.25%.	0	$ 70.49	
5200	150	**Aides**: Teacher Aides (3 @ 100%) for Access to Education Program, to support students with disabilities	3		$ 50,000.00
5200	210	**Retirement**: Employee Benefits for ACCESS teacher aides @ 13.57%.	0		$ 6,785.00
5200	220	**Social Security**: Employee Benefits for ACCESS teacher aides @ 7.65%.	0		$ 3,825.00
5200	231	**Health and Hospitalization**: Group Insurance Health and Hospitalization/Employee Benefits for ACCESS teacher aides @ 15.66%.	0		$ 7,830.00
5200	232	**Life Insurance**: Employee Benefits for ACCESS teacher aides @ .23%.	0		$ 115.00
5200	240	**Workers Compensation**: Employee Benefits for ACCESS teacher aides @ 1.25%.	0		$ 625.00
5200	150	**Aides**: Teacher Assistants (1 @ 100%) for SABLE. Will be used to support students with disabilities.	1		$ 20,000.00
5200	210	**Retirement**: Employee Benefits for teacher assistants @ 13.57%.	0		$ 2,714.00
5200	220	**Social Security**: Employee Benefits for teacher assistants @ 7.65%.	0		$ 1,530.00
5200	231	**Health and Hospitalization**: Employee Benefits for teacher assistants @ 15.66%.	0		$ 3,132.00
5200	232	**Life Insurance**: Employee Benefits for teacher assistants @ .23%.	0		$ 46.00
5200	240	**Workers Compensation**: Employee Benefits for teacher assistants @ 1.25%.	0		$ 250.00

5200	160	**Non-contracted Hourly (NCH)**: NCH funds for district staff (including ESE Specialists, Program Specialists, SLP's, OTs and/or PTs) to complete needed student support after hours or during the summer to support students with disabilities.	0	$ 25,000.00	
5200	210	**Retirement**: Employee benefits for NCH @ 13.57%.	0	$ 3,392.50	
5200	220	**Social Security**: Employee benefits for NCH @ 7.65%.	0	$ 1,912.50	
5200	240	**Workers Compensation**: Employee benefits for NCH @ 1.25%.	0	$ 312.50	
5200	310	**Professional and Technical Services**: Physical, occupational, speech and language therapy services provided for students with disabilities. This also includes vision testing, hearing evaluations, psychological evaluations. Service hours are based on an average rate of $54.00 per hour. Also include are vendor's for interpreters, audiologist, psychiatrist as needed for IEPs.	0	$ 1,293,948.56	
5200	310	**Professional and Technical Services**: Extended School Year contracted occupational, physical, speech and language therapy services provided to students with disabilities. Service hours are based on 24 days at 4 hours per day at $54 per hour for up to 19 therapists.	0		$ 70,000.00
5200	641	**Furniture, Fixtures and Equipment (Capitalized)**: To support students with disabilities with needs of hearing aid equipment and visually impaired equipment, as well as therapeutic support equipment which will include a Theroform machine, standers, lifts or chairs. Costs vary between $99.99 - $599 to replenish and purchase (as needed) items for ESE students.	0	$ 20,000.00	
5200	642	**Furniture, Fixtures and Equipment (Non-Capitalized)**: To support students with disabilities that have needs, which will include therapy chairs and adjustable tables. Costs vary between $99.99 - $599, allowing staff members to replenish and purchase (as needed) items for ESE students.	0	$ 40,000.00	
5201	310	**Professional and Technical Services**: Includes contracted behavior specialists and/or behavior technicians to support students with or without disabilities who are demonatrating significant behavioral difficulties.	0	$ 307,971.66	
6130	150	**Aides**: Health Aides (4 @ 100%) for the Access to Education Program in order to provide medical/health-related support to students with disabilities.	4		$ 5,000.00
6130	210	**Retirement**: Employee benefits for Health Aides @ 13.57%.	0		$ 678.50
6130	220	**Social Security**: Employee benefits for Health Aides @ 7.65%.	0		$ 382.50
6130	231	**Health and Hospitalization**: Employee benefits for Health Aides @ 15.66%.	0		$ 783.00
6130	232	**Life Insurance**: Employee benefits for Health Aides @ .23%.	0		$ 11.50
6130	240	**Workers Compensation**: Employee benefits for Health Aides @ 1.25%.	0		$ 62.50

6130	110	**Administrators**: School Health Services Specialist (1 @ 30%) to provide medical/health-related support to students with or without disabilities	0.3	$ 19,401.00	
6130	210	**Retirement**: Employee benefits for administrators, School Health Services Specialist @ 13.57%.	0	$ 210.20	
6130	220	**Social Security**: Employee benefits for administrators, School Health Services Specialist @ 7.65%.	0	$ 118.50	
6130	231	**Health and Hospitalization**: Employee benefits for administrators, School Health Services Specialist @15.66%.	0	$ 242.57	
6130	232	**Life Insurance**: Employee benefits for administrators, School Health Services Specialist @ .23%.	0	$ 3.56	
6130	240	**Workers Compensation**: Employee benefits for administrators, School Health Services Specialist @ 1.25%.	0	$ 19.36	
6130	150	**Health Aides**: Health Aide salary for the Sable Program to provide medical/health related support to students with disabilities.	1	$ 2,072.00	
6130	210	**Retirement**: Employee benefits for health aide @ 13.57%.	0	$ 281.17	
6130	220	**Social Security**: Employee benefits for health aide @ 7.65%.	0	$ 158.51	
6130	231	**Health and Hospitalization**: Employee benefits for health aide @15.66%.	0	$ 324.48	
6130	232	**Life Insurance**: Employee benefits for health aide @ .23%.	0	$ 4.77	
6130	240	**Workers Compensation**: Employee benefits for health aide @ 1.25%.	0	$ 25.90	
6131	110	**Administrators**: School Health Services Specialist (1 @ 30%) to provide medical/health-related	0.3		$ 17,852.00
6300	130	**Other Certified Instructional Personnel**: Salary for Exceptional Student Education Parent Support Specialist supporting students with disabilities.	1	$ 6,000.00	
6300	210	**Retirement**: Employee benefits for Exceptional Student Education Parent Support Specialist @ 13.57%.	0	$ 814.20	
6300	220	**Social Security**: Employee benefits for Exceptional Student Education Parent Support Specialist @ 7.65%.	0	$ 459.00	
6300	231	**Health and Hospitalization**: Employee benefits for Exceptional Student Education Parent Support Specialist @15.66%.	0	$ 939.60	
6300	232	**Life Insurance**: Employee benefits for Exceptional Student Education Parent Support Specialist @ .23%.	0	$ 13.80	
6300	240	**Workers Compensation**: Employee benefits for Exceptional Student Education Parent Support Specialist @ 1.25%.	0	$ 75.00	
6300	130	**Other Certified Instructional Personnel**: Salary for Curriculum Specialists who will provide support to students with disabilities.	1	$ 8,000.00	
6300	210	**Retirement**: Employee benefits for Curriculum Specialists @ 13.57%.	0	$ 1,085.60	

6300	220	**Social Security**: Employee benefits for Curriculum Specialists @ 7.65%.	0	$ 612.00	
6300	231	**Health and Hospitalization**: Employee benefits for Curriculum Specialists @15.66%.	0	$ 1,252.80	
6300	232	**Life Insurance:** Employee benefits for Curriculum Specialists @ .23%.	0	$ 18.40	
6300	240	**Workers Compensation**: Employee benefits for Curriculum Specialists @ 1.25%.	0	$ 100.00	
6300	110	**Other Support Personnel**: Salary for Junior Accountant (1@ 80%) who will support financial documentation and review related to the IDEA Grant which supports students with disabilities.	0.8	$ 33,000.00	
6300	210	**Retirement**: Employee benefits for Junior Accountant @ 13.57%.	0	$ 4,478.10	
6300	220	**Social Security**: Employee benefits for Junior Accountant @ 7.65%.	0	$ 2,524.50	
6300	231	**Health and Hospitalization**: Employee benefits for Junior Accountant @15.66%.	0	$ 5,167.80	
6300	232	**Life Insurance**: Employee benefits for Junior Accountant @ .23%.	0	$ 75.90	
6300	240	**Workers Compensation**: Employee benefits for Junior Accountant @ 1.25%.	0	$ 412.50	
6300	330	**Travel Out of County:** Travel for up to 50 staff members to participate in meetings in support of students with disabilities. Funds allow staff to continue education and to introduce new and improved programs for ESE students. Mileage rates are paid at that state approved rate and are adjusted annually to match (currently $.54/mile).	0	$ 20,352.71	
6400	310	**Professional Technical Service**: Contracted services for professional speakers and/or trainers for the ESE Summer Teacher Training.	0	$ 25,000.00	
6400	160	**Non-Contracted** Professional Learning: Non-contracted hourly (NCH) funds for teachers to attend the ESE Summer Teacher Training.	0	$ 189,887.07	
6400	210	**Retirement**: Employee benefits for professional learning NCH @ 13.57%.	0	$ 25,767.68	
6400	220	**Social Security**: Employee benefits for professional learning NCH @ 7.65%.	0	$ 14,526.36	
6400	240	**Workers Compensation**: Employee benefits for professional learning NCH @ 1.25%.	0	$ 2,373.59	
6400	510	**Supplies**: Professional learning supplies and/or materials to support teacher/staff development at the summer teacher training.	0	$ 20,000.00	
7200	792	Miscellaneous Indirect Costs at 3.72%	0	$ 39,614.63	
			Total	$ 2,125,753.09	$ 191,622.00

REVISED - IDEA Part B, K - 12 Entitlement For Signatures

Final Audit Report 2024-04-12

Created:	2024-04-11
By:	Laurie Beauregard (beauregardl@manateeschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnJXU0ioeYKy8TIVsy8fPhpH3fZaSctRd

"REVISED - IDEA Part B, K - 12 Entitlement For Signatures" History

Document created by Laurie Beauregard (beauregardl@manateeschools.net)
2024-04-11 - 1:02:27 PM GMT- IP address: 168.213.254.20

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2024-04-11 - 1:04:20 PM GMT

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2024-04-11 - 1:05:07 PM GMT- IP address: 168.213.254.20

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Document e-signed by Jason Wysong (wysongj@manateeschools.net)
Signature Date: 2024-04-12 - 1:04:37 AM GMT - Time Source: server- IP address: 35.145.243.171

Agreement completed.
2024-04-12 - 1:04:37 AM GMT

AGENDA ITEM NO. 11.7

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept, and Expend the 2023-2024 Individuals with Disabilities Education Act (IDEA) Part B, Preschool Roll Forward Funds in the Amount of $92,215.16 (Incoming Grant Funds)

Executive Summary
The School Board of Manatee County receives an annual appropriation of Federal Individuals with Disabilities Education Act (IDEA) Part B, Preschool Entitlement funds to provide services for students with disabilities ages 3-5.

The 2023-2024 Individuals with Disabilities Education Act (IDEA) Part B, Preschool Entitlement budget includes funds for the following positions: School Psychologist, Speech Pathologist, ESE Specialist, Child Find Specialist and Secretary. In addition, the annual budget includes benefits for all of these positions, supplies and materials to support Preschool students with disabilities, and sets aside funds for approved, parentally placed private school student services.

A final review of expenditures was recently done by the Department of Education for the 2023-2024 IDEA Part B, Preschool Entitlement budget, and it was determined that our estimated roll forward of 2023-2024 IDEA Part B, Preschool Entitlement funds was greater than expected. An additional award amount was offered via letter from the Department of Education. The amount of the additional roll forward funding granted is $92,215.16. The original allocation for the IDEA Part B, Preschool Entitlement budget was $703,164.00. The additional funding will result in a total of $795,379.16 for the 2023-2024 school/fiscal year.

The amendment will be submitted to the Department of Education for approval and retracted if not approved by the Board.

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

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

Recommendation
The Superintendent recommends approval to accept and expend an additional $92,215.16 in the 2023-2024 individuals with Disabilities Education Act (IDEA) Part B, Preschool Entitlement roll forward funds amendment for the grant period ending June 30, 2024.

Financial Impact
The amount of the additional funding being granted is $92,215.16. The original allocation for 2023-2024 was $703,164.00. The additional funding will result in a total reward of $795,379.16. The 2023-2024 IDEA Part B, Preschool Entitlement budget must be expended by June 30, 2024.

Contact
Submitting Department: Exceptional Student Education
Initiated By: Nicole Cox

Attachments:
Fully Signed - IDEA Pre-K Roll Forward for Board 4-23-24.pdf

STAFF COORDINATION FORM

TO:		BOARD MEETING DATE: (if applicable)	LOG NUMBER:
Dr. Jason Wysong, Superintendent		4/23/24	
THRU: Nicole Cox	PREPARED BY: Laurie Beauregard	DATE PREPARED: 4/5/2024	DUE DATE:

SUBJECT:	ACTION REQUIRED	
IDEA Pre-K Roll Forward Amendment	✔	APPROVAL
	✔	SIGNATURE
		COORDINATION
		INFORMATION

ACTION SUMMARY: 1. Purpose	To obtain approval and signature from Dr. Jason Wysong, to submit IDEA Pre-K Project Amendment to DOE
2. Background	The DOE provides additional roll foward funds based on previously unspent monies.
3.Discussion	This amendment allows us to accept and expend an additional $92,215.16 as part of a 2023-2024 accumulated roll forward. Our original amount was $703,164.00. Our new award amount is $795,379.16. We will use the additional funds to provide behavior support to Preschool ESE Classrooms. This amendment is pending Board approval and will be withdrawn if it is not Board approved.
4.Recommendation	For Dr. Jason Wysong, Superintendent to approve and sign the attached amendment.

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	SIGNATURE
ESE/Director		Nicole Cox		Nicole Cox
Finance		Veronica Arellano De Castro		Veronica ArellanoDeCastro
Finance		Cathy Miley-Hayden		Cathy Miley
Executive Director		Laurie Breslin		Laurie Breslin (Apr 9, 2024 09:28 EDT)
Deputy Superintendent		Derek Jensen		
Superintendent		Jason Wysong		

Encl: Tab A

Tab B

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County 215 Manatee Avenue W Bradenton, FL 34205	Date Received
B) Program Name: IDEA Part B, Preschool Entitlement **TAPS Number:** 24C002		**Project Number (DOE Assigned)** **410-2674B-4CP01**

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☐ Budget X **Amendment Number:** 1	Contact Name: Nicole Cox	Telephone Numbers: **941-751-6550**
	Mailing Address: PO Box 9069	E-mail Addresses: Coxn@manateeschools.net

E) Required Signature and 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 amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Signature of Agency Head	Title	Date
	Superintendent	04/11/2024

F) Narrative

The attached amendment includes a reassignment of funds to meet the needs of preschool students with disabilities in Manatee County and includes roll forward funds.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

4	A)	School District of Manatee County			B) 410-2674B-4CP01		
5		District/Agency Name			Project Number/TAPS Number		
6							
7	C)	1					
8		Amendment Number					
10	D) Total Project Amount Currently Approved			E) Total Project Amount resulting from this Budget Amendment			
11	$703,164.00			$			795,379.16
13	F) Line Item Description						
14	Function	Object	Account Title and Narrative	FTE	Amount Increase		Amount Decrease
16	5200	120	**Classroom Teachers**: Salary for Speech and Language Pathologists (SLP) to provide speech and langauge services, support, evaluations for Pre-K students with disabilities. Reducton of budgeted salary due to a lower salary for the budgeted position.	1			$ 3,859.00
17	5200	210	**Retirement:** Employee benefits for SLP @ 13.57%.	0			$ 523.00
18	5200	220	**Social Security**: Employee benefits for SLP @ 7.65%.	0			$ 295.21
19	5200	231	**Health and Hospitalization:** Group insurance for SLP @ 15.66%.	0			$ 604.31
20	5200	240	**Workers Compensation:** Employee benefits for SLP @ 1.25%.	0			$ 48.24
21	5200	232	**Life Insurance:** Group insurance for SLP @ .23%.	0			$ 8.88
22	5200	150	**Aides:** Salary for teacher aide 1 @ 100% to support the PreK ESE classroom for the STAR (School of Therapeutic & Academic Resources) Program, which supports students with disabilities.	1			$ 9,845.00
23	5200	210	**Retirement:** Employee benefits for SLP @ 13.57%.	0			$ 1,335.97
24	5200	220	**Social Security:** Employee benefits for SLP @ 7.65%.	0			$ 753.14
25	5200	232	**Life Insurance:** Group insurance for SLP @ .23%.	0			$ 22.64
26	5200	231	**Health and Hospitalization:** Group insurance for SLP @ 15.66%.	0			$ 1,541.73
27	5200	240	**Workers Compensation**: Employee benefits for SLP @ 1.25%.	0			$ 123.06
28	6300	130	**Other Certified Personnel Instructional:** Salary to cover costs for certified instructional personnel PreK Specialist to assist with services for PreK students with dissabilities.	0.6	$ 4,000.00		
29	6300	210	**Retirement:** Employee benefits for ESE Specialist @ 13.57%.	0	$ 542.80		
30	6300	220	**Social Security:** Employee benefits for ESE Specialist @ 7.65%.	0	$ 306.00		
31	6300	231	**Health and Hospitalization:** Group insurance for ESE Specialist @ 15.66%.	0	$ 626.40		
32	6300	240	**Workers Compensation:** Employee benefits for ESE Specialist @ 1.25%.	0	$ 50.00		
33	6300	232	**Life Insurance:** Group insurance for ESE Specialist @ .23%.	0	$ 9.20		

	A	B	C	D	E	F	G
34		6300	130	**Other certified instructional personnel:** ESE Specialist to provide services to support PreK students with disabilities. This reduction is due to a vacant position.	1		$ 33,500.00
35		6300	210	**Retirement:** Employee benefits for ESE Specialist @ 13.57%.	0		$ 4,545.95
36		6300	220	**Social Security**: Employee benefits for ESE Specialist @ 7.65%.	0		$ 2,562.75
37		6300	231	**Health and Hospitalization:** Group insurance for ESE Specialist @ 15.66%.	0		$ 5,246.10
38		6300	240	**Workers Compensation**: Employee benefits for ESE Specialist @ 1.25%.	0		$ 418.75
39		6300	232	**Life Insurance:** Group insurance for ESE Specialist @ .23%.	0		$ 77.05
40		6300	160	**Other support personnel:** Secretary II to support staff who work with PreK students with disabilities. This reduction is due to a vacant position.	1		$ 14,233.00
41		6300	210	**Retirement:** Employee benefits for Secretary II @ 13.57%.	0		$ 1,931.42
42		6300	220	**Social Security:** Employee benefits for Secretary II @ 7.65%.	0		$ 1,088.82
43		6300	231	**Health and Hospitalization:** Group insurance for Secretary II @ 15.66%.	0		$ 2,228.89
44		6300	240	**Workers Compensation:** Employee benefits for Secretary II @ 1.25%.	0		$ 177.91
45		6300	232	**Life Insurance:** Group insurance for Secretary II @ .23%.	0		$ 32.74
46		5200	150	**Aides:** Salary for teacher aides @ 5 to support the PreK ESE classrooms, which supports students with disabilities.	5	$ 100,000.00	
47		5200	210	**Retirement:** Employee benefits for Teacher Aides @ 5 to support the PreK ESE classrooms, which supports students with disabilities @ 13.57%.	0	$ 13,570.00	
48		5200	220	**Social Security:** Employee benefits for Teacher Aides @ 5 to support the PreK ESE classrooms, which supports students with disabilities @ 7.65%.	0	$ 7,650.00	
49		5200	231	**Health and Hospitalization:** Group insurance for Teacher Aides @ 5 to support the PreK ESE classrooms, which supports students with disabilities @ 15.66%.	0	$ 15,660.00	
50		5200	232	**Life Insurance:** Group insurance for Teacher Aides @ 5 to support the PreK ESE classrooms, which supports students with disabilities @ .23%.	0	$ 230.00	
51		5200	240	**Workers Compensation:** Employee benefits for Teacher Aides @ 5 to support the PreK ESE classrooms, which supports students with disabilities @ 1.25%.	0	$ 1,250.00	
52		6300	330	**Travel:** In county for staff members working with PreK students.	0		$ 1,800.00
53		6150	370	**Communications:** Postage needed to communicate with parents regarding PreK students with disabilities.	0		$ 100.00
54		5200	641	**Furniture, Fixtures, and Equipment Capatilized:** Capitalized funriture and fixtures to support ASD classrooms.	0		$ 500.00
55		5200	642	**Furniture, Fixtures, and Equipment Non-Capatilized:** Non-Capitalized funriture and fixtures to support ASD classrooms.	0		$ 500.00

	A	B	C	D	E	F	G
56		6300	390	**Other Purchased Services:** Printing needs for staff members working with PreK students with disabilities.	0		$ 1,000.00
57		5200	510	**Supplies:** Supplies and materials for students with disabilities, including custodial supplies for the host school, paper, crayons, pencils, pencil sharpeners, scissors, paper towels, wipes, hand sanitizer, glue sticks for classrooms.	0	$ 4,777.68	
58		6300	510	**Supplies:** Supplies and materials for staff working with students with disabilities, including binders, file folders, labels, velcor, batteries.	0		$ 562.00
59		6140	510	**Supplies:** Supplies to support the PreK Evaluation Center for Psychologists.	0		$ 57.75
60		5200	310	**Professional and Technical Services :** physical, occupational, speech and language therapy services provided for students with disabilities, or students suspected of a disability. This also includes vision testing, hearing evaluations, psychological evaluations. Service hours are based off of a rate @ $54.00 per hour.	0	$ 30,828.88	
61		7200	792	Miscellaneous Indirect Costs @ 3.72%	0	$ 2,237.51	
62					**Total**	**$ 181,738.47**	**$ 89,523.31**

	A	B	C	D	E	F	G
63							
64	DOE 151						
65	Revised July 2022						
66							
67							

AGENDA ITEM NO. 11.8

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Instructional Materials, Textbooks, Curriculum Software, and Associated Professional Learning from Florida School Book Depository Direct from Publishers and Exempt Vendors SDMC No. 25-0005 BS Estimated in the Amount of $7,500,000.00 (Multiple Funding Sources)

Executive Summary
Instructional materials, textbooks, curriculum software and associated professional learning are purchased throughout the fiscal year by the schools, and several departments using various funds allocated to each School District by the Department of Education and various other sources. Portions of the allocations are categorically based on full time equivalent (FTE) student count for each District. These items are purchased from various suppliers including the Florida School Book Depository, as well as direct from the publishers. District purchases for instructional materials align with the state requirement that at least 50% of the purchases are for digital resources. All District purchased state-adopted materials are available in digital format as well as hard copy.

Per Florida Statute, each district School Board must purchase instructional materials to provide each student in Kindergarten through grade 12 with a major tool of instruction in core courses of mathematics, language arts, social studies, science, reading, and literature. District school boards shall also ensure that instructional materials used in the district are consistent with the district goals and objectives and the core descriptions established in rule of the State Board of Education, as well as with the state standards provided for in F.S.1003.41. All purchases will follow School Board Policy, through June 30, 2025.

Historical expenditures are as follows:
- YTD 2023 - 2024 $2,648,091.31 (07-01-23 – 04-02-2024)
- 2022 - 2023 $2,722,502.26
- 2021 - 2022 $15,998,224.58

Florida Statutes Section 1010.04(4)(a) ”The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(11) states, “The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: . . . (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.”

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget allows.

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

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

Recommendation
The Superintendent recommends approval to purchase instructional materials, textbooks, curriculum software, and associated professional learning from Florida School Book Depository, direct from publishers and exempt vendors, SDMC No. 25-0005-BS, estimated in the amount of $7,500,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for these annually estimated expenditures are various Instructional Materials, Media, General Funds, Grant Funds and other funds as needed and is included in the schools and various Departments proposed 2024-2025 budget.

Contact

Submitting Department: Curriculum

Initiated By: Derek Jensen

AGENDA ITEM NO. 11.9

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Purchase(s) of Testing Materials SDMC NO. 25-0006-BS Estimated in the Amount of $950,000.00 (Multiple Funding Sources)

Executive Summary
Testing materials are purchased throughout the fiscal year by all schools and several departments using funds allocated to each School District by the Department of Education and various other sources. A portion of the allocations are categorically based on full time equivalent (FTE) student count for each District. These testing materials are purchased direct from the publishers as well as other sources. Advanced Placement (AP) exams from College Board and International Baccalaureate (IB) exams will also be purchased.

Historical Expenditures are as follows:

- YTD 2023 – 2024 $676,533.85 (07-01-23 - 04-02-24)
- 2022 - 2023 $837,738.42
- 2021 - 2022 $942,240.22

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: . . . (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution."

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

Ready To Learn | Goal 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 For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval of purchase(s) of testing materials SDMC No. 25-0006-BS,

estimated in the amount of $950,000.00 (Multiple Funding Sources).

Financial Impact

The funding source for these annually estimated expenditures are General Funds, Special Revenue Funds, IDEA Funds, Grants and Instructional Materials Funds and are included in the schools and various departments proposed 2024-2025 budget.

Contact

Submitting Department: Curriculum
Initiated By: Derek Jensen

AGENDA ITEM NO. 11.10

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Purchase(s) of Guy Harvey Programs SDMC No.24-0116-BS Estimated in the Amount of $400,000.00 (Legislative Appropriation Funds)

Executive Summary
The School District of Manatee County currently has a Memorandum of Understanding (MOU) until July 31, 2025 with the Guy Harvey Foundation for expansion of the Guy Harvey Academy of Arts and Science at Anna Maria Elementary and expansion of marine science, conservation, and art across the district. This contract is different than the MOU because its purpose is to purchase SDMC-specific marine science curriculum for K-12 students, summer camp programming, and professional learning for teachers.

By purchasing curriculum unique to our district, students will have an opportunity to learn more about the marine systems and creatures of our local waters. Ties to the Florida State Academic Standards will be evident in each lesson and connections to the arts will be made whenever possible. Enrollment at Anna Maria Elementary, King Middle School, and marine science classes at Manatee High School should increase with this dedicated career pathway expansion. Teachers will have their capacity built to teach science through professional learning sessions and will benefit by getting the supplies needed to conduct the hands-on components of the lessons. Guy Harvey Foundation will provide lesson development and professional development. Guy Harvey Inc. will be providing artwork, products, and installation services.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contracts are for the period of April 24, 2024 through June 30, 2024.

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution."

The supplier is Guy Harvey Ocean Foundation, Inc., Dania Beach, FL, Florida Document No. N08000000428.
The supplier is Guy Harvey, Inc., Ft. Lauderdale, FL, Florida Document No. J54949.

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 purchase Guy Harvey programs, SDMC No.24-0116-BS, estimated in the amount of $400,000.00 (Legislative Appropriation Funds).

Financial Impact
The funding source for these expenditures will be Legislative Appropriation Funds and is included in the Curriculum & Professional Learning Department proposed budget for 2024-2025.

Contact
Submitting Department: Curriculum & Professional Learning
Initiated By: Shannon Fleming

Attachments:
Guy Harvey Foundation Contract
Guy Harvey Inc. Contract

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal Grants	NAME OF SCHOOL/DEPT. Curriculum	DISTRICT REPRESENTATIVE Shannon Fleming/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 23 day of February , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Guy Harvey Foundation (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: Guy Harvey Foundation		
Representative: Dr. Tonya Shearer/ Jessica Harvey	Position: Director of Strategic Partnerships	
Address: 757 SE 17th St., Suit 217,		
City: Fort Launderdale	State: Fl	Zip: 33316
Phone:	Email: tonya@guyharveyfoundation.org /Jessica@guyharveyfoundation.org	
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}

The SDMC currently has an MOU for another year and a half with the Guy Harvey Foundation for expansion of the Guy Harvey Academy of Arts and Science at Anna Maria Elementary, and expansion of marine science, conservation, and art across the district. This contract is different than the MOU because its purpose is to purchase SDMC-specific marine science curriculum for K-12 students, summer camp programming and professional learning for teachers. There will be: 10 learning Modules, 4 weeks of summer camp activities(10 activities 2 per day) and Up to 6 days of Professional Learning.

And shall be performed at the following location(s): SDMC locations

Date(s) of Service(s): April 24 2024 to July 2024

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an amount not to exceed $ 346,420.00 , 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)

○ flat fee of $. 346,420.00

○ rate of $ per unit where the unit of measure is .

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 Guy Harvey Foundation Jessica Harvey/ Dr. Tonya Shearer 757 SE 17th St, Suit 217 Fort Lauderdale Fl 33316
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: 2356462

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

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:

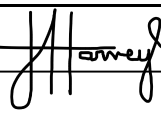
Jessica Harvey  3/18/2024			
Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

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/

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

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.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Grants	Curriculum	Shannon Fleming/Melody Ryan

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 2 day of April , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Guy Harvey Inc. (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: Guy Harvey Inc.		
Representative: Harvey Taulien	Position:	
Address: 5470 NW 10th Terrace		
City: Fort Lauderdale	State: FL	Zip: 33309
Phone: 954-235-7146	Email: harvey@guyharvey.com	
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}

Guy Harvey marine science pathway for King Middle and Manatee High School- includes artwork development, interior and exterior window vinyl products and installation services. Additional fees maybe added for boom lift and scissor lift rentals.

And shall be performed at the following location(s): King Middle and Manatee High School

Date(s) of Service(s): April 2024 to July 2024

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an amount not to exceed $ 49,403.75 , 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)
(•) flat fee of $. 49,403.75
( ) rate of $ per unit where the unit of measure is .

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: 10102.74010.497201.9512.15001.493080594.7400000000

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 Guy Harvey Inc. 5470 NW 10th Terrace Fort Lauderdale, FL 33309
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

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: Guy Harvey Inc.

TELEPHONE NUMBER: 954-235-7146

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

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

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.

AGENDA ITEM NO. 11.11

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Sole Source to Purchase Garner Holt Animatronics and Robotics SDMC No. 25-0007-BS Estimated in the Amount of $75,000.00 (Multiple Funding Sources)

Executive Summary
This Specialized Programmable Animatronic and Robotics Kit for Education (SPARK-E) is the only industry-quality animatronic figure built for K-12 classroom use. With SPARK-E, students work in teams to create lively and engaging animatronic shows that demonstrate their learning of a concept, topic, or theme. Students engage in a variety of activities from the programming of SPARK-E's ten independently controlled motors to script writing, voice acting, lighting and sound, set design, costuming, prop making, and more. They will also use other robotic components, figures and equipment to support the animatronic figures. SPARK-E's unique project-based learning opportunities, students discover their interests, talents and passions all while practicing authentic 21st Century Skills. The money spent in 2022–2023 was for the initial purchase to implement this program.

The requested contract is for the period of April 22, 2024 through April 21, 2025.

Historical expenditures are as follows:

- YTD 2023-2024 $25,932.00
- 2022-2023 $332,819.00

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. The District has reviewed sole source information and has fully complied with all sole source requirements. Documentation is on file the purchasing department.

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, 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 school board."

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

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

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

Recommendation
The Superintendent recommends the approval of sole source to purchase Garner Holt animatronics and robotics, SDMC No. 25-0007-BS, continued procurement with vendor, estimated in the amount of $75,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for this expenditure is General Funds, Special Projects and referendum funds and is included in various school site and departments proposed budget for 2024-2025.

Contact

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

Attachments:
Garner Holt - Sole Source Letter

GARNER HOLT
EDUCATION through IMAGINATION
(909) 799-9090 1220 RESEARCH DRIVE, REDLANDS, CA 92374 WWW.GARNERHOLTEDUCATION.COM



February 27, 2024
Beth Sharp Tolly
School District of Manatee County
215 Manatee Ave. W,
Bradenton, FL 34205
Re: Garner Holt Education through Imagination AniMakerspace Technology

This letter is to confirm that Garner Holt Education through Imagination is the sole provider of the AniMakerspace learning laboratory, and the educational equipment, animatronics and lesson plans contained within this environment.

Garner Holt Education through Imagination, LLC. is a division of Garner Holt Productions, Inc., the world's leader in the manufacturing of animatronics and show control products for theme parks in more than 35 countries across 6 continents. Animatronics is a unique industry and Garner Holt Productions, Inc. creates products like none other - products that seamlessly integrate technology, engineering and art. Our education division works in conjunction with the artisans and technicians of GHP to create educational products, lessons and lesson plans to expose students to a variety of careers and experiential learning opportunities across the STEAM industries. The animatronics for education, certification assessment kits, teaching materials and corresponding lesson plans are proprietary to Garner Holt Education through Imagination, LLC., and specific to the work of Garner Holt Productions, Inc. As such, we are the sole source of the products we provide.

Please do not hesitate to contact me should you have any further questions about the sole source determination.

Sincerely,

Chase Nielsen

Chase Nielsen
Director of Operations
909.799.9090
cnielsen@garnerholteducation.com
Garner Holt Education through Imagination, LLC

AGENDA ITEM NO. 11.12

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Athletic Trainer Services SDMC No. 24-0118-BS Estimated in the amount of $80,000.00 annually (General Fund)

Executive Summary
This budgeted amount will be used in order to provide athletic training and support to our high school athletes as they participate in practices and events at each high school. The safety and health of our student athletes will be maintained should there be a break in service or absence by the school's full-time athletic trainer.

Approval of this agenda item 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 April 24, 2024 through April 23, 2025 and will automatically renew for additional one (1) year terms.

State Board Rule 6A-1.012(11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (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."

The supplier is Premier Sports Medicine of FL, Dunwoody, GA, Florida Document No. L06000075847.

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

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

Recommendation
Superintendent recommends approval to purchase athletic trainer services, SDMC No. 24-0118-BS, estimated in the amount of $80,000.00 annually (General Fund).

Financial Impact
The funding source for this expenditure is General funds that are usually allocated for a full time athletic trainer, and is included in the Secondary Schools Department approved budget for 2023-2024.

Contact

Submitting Department: Secondary Education

Initiated By: Sharon Scarbrough

Attachments:
Premier Sports Agreement

Athletic Training Services Agreement

This Athletic Training Services Agreement ("Agreement") is entered into and effective as of the 24th day of April, 2024 ("Effective Date"), by and between Premier Sports Medicine of FL, LLC, a Florida limited liability company ("Premier") and School District of Manatee County ("Company").

WHEREAS, Company desires to engage Premier for the purpose of providing athletic training services for their athletes participating in their sports programs ("Events"); and

WHEREAS, Premier desires to be engaged to provide athletic training services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. **Designation of Athletic Trainer**. Company has requested and hereby hires Premier to provide Athletic Trainers for their Events. Premier will provide athletic training services as an independent contractor to Company for the athletes participating in the Events ("Services"). The Events would be held at any/various schools under the administration of the Manatee County School District during times and for schedules specified by the Athletic Directors of the schools requiring Services.

2. **Term.** The term ("Initial Term") of this agreement shall run from the date of execution of this agreement through April 23, 2025 and shall renew automatically for additional one-year terms unless either party cancels with written notice ninety (90) days prior to expiration of current term. If Premier desires to amend rates or any provisions of this agreement for an upcoming term a written request must be made at least sixty (60) days to Company prior to expiration of current term.

3. **Compensation.** For the Initial Term, Company shall pay to Premier $40.00/hr per Athletic Trainer plus 35% Comprehensive Management Fee ("Fee") for all hours Premier provides Services for Company. This Fee covers athletic training services, benefits, and administrative costs incurred by Premier. All other costs related to running Company's programs are that of the Company. An invoice for the Services will be provided to Company by email monthly, on or around the 1st of each month, and payment therefore to Premier shall be due upon receipt. Payment not received within 15 days from the date that the invoice was emailed shall be considered late after which a late charge will be imposed on unpaid balances at 2% starting on the date of default and continuing to accrue every 30 days thereafter (annual percentage rate of 24%). Company agrees to pay the late charge/s together with reasonable attorney's fees and costs for the cost of collection should that be required.

4. **Liability Insurance**. Premier agrees to maintain active professional and general liability insurance policies for the duration of the Events. If requested by Company, Premier will provide to Company certificates of insurance prior to the Events for Premier and each and all certified and licensed Athletic Trainers who will provide athletic training services. The coverage limits shall not be less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) aggregate.

5. **Athletic Training Supplies**. Company will provide any and all necessary athletic training supplies, equipment, etc as are needed in connection with the Services to be provided for the Events pursuant to this Agreement.

6. **Marketing**. So long as this Agreement has not been terminated:

a. Company will list Premier as a partner on its website and will prepare an appropriate link on its web-site for easy access to Premier's website.

b. PSM has the right to use the Company's logo for social media posts.

7. **Termination with Cause.** Either party may terminate this Agreement on ninety (90) calendar days written notice. In addition, either party may terminate this Agreement immediately if the other party materially breaches any of its representations, warranties or obligations under this Agreement, or otherwise engages in conduct that harms the Company's players or the parents of the players. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement and shall be subject to such damages as may be allowed by law, to include reasonable attorneys' fees and costs of enforcing this Agreement and any outstanding invoices or other damages flowing solely from the material breach of this Agreement.

8. **Representations and Warranties.** Company shall provide Premier and its Contractors with a safe worksite that complies with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations. Company shall notify Premier immediately if any Premier staff or Contractors are injured while performing services under this Agreement. Company will not change or add to the scope or nature of Services provided by Premier or its Contractors without Premier's express written approval.

9. **Indemnification**.

   a. Premier shall indemnify, defend and hold harmless Company and its subsidiaries and affiliates and their respective officers, directors, agents and employees, from and against any costs (including reasonable attorneys' fees and expenses), damages, injuries, liabilities, claims, demands or causes of action arising out of or resulting from the failure of Premier, its employees, agents or subcontractors to comply with applicable federal, state or local law in the performance of Services under this Agreement, and any material breach of the representations, warranties, covenants or obligations of Premier set forth herein..

   b. Company shall indemnify, defend, and hold harmless Premier and its subsidiaries and affiliates, and their respective officers, directors, insurers, agents, and employees, and subcontractors, from and against any costs (including reasonable attorneys' fees and expenses), damages, injuries, liabilities, claims, demands or causes of action arising out of or resulting from the failure of Company, its employees, agents or subcontractors to comply with applicable federal, state or local law in the performance of Services under this Agreement, and any material breach of the representations, warranties, covenants or obligations of Company set forth herein.

   c. As a condition precedent to indemnification under Section 9(a) or 9(b) of this Agreement, the party seeking indemnification must inform the other party within 30 business days after it receives notice of any claim, loss, liability or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

10. **Miscellaneous Provisions**.

a. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given: **(i)** when delivered by hand (with written confirmation of receipt); **(ii)** when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); **(iii)** on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or **(iv)** on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below:

To Premier: Premier Sports Medicine of Florida, LLC
5390 Mount Vernon Way, Dunwoody, GA 30338
Attention: Adam Greenfield, President
Email: agreenfield@premiersportsmedicine.net

To the Company: School District of Manatee County
215 Manatee Ave W, Bradenton, Florida 34205
Attention: Wendy Loge
Email: logew@manateeschools.net

Either party may change its address for purposes of this **paragraph 10(a)** by written notice similarly given.

b. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement of the parties hereto relative to the subject matter hereof, and all prior negotiations, conversations, representations, agreements and understandings are specifically merged herein and superseded hereby. This Agreement may be modified only by a written instrument executed by the parties hereto. This Agreement is the result of the prior negotiations, conversations, representations, agreements and understandings of the parties hereto and is to be construed as the jointly prepared product of the parties hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

c. Governing Law. This Agreement will be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

d. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

e. Litigation/Attorneys' Fees. In the event of litigation between the parties where there is a final and non-appealable order that determines a prevailing party, the prevailing party will be entitled to collect the actual and reasonable out-of-pocket costs, expenses and attorneys' fees incurred by the prevailing party in connection with such litigation. The parties agree that the venue and jurisdiction of any dispute, action, or suit brought to enforce or interpret this Agreement shall rest exclusively in the state or federal courts of Florida.

f. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

g. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other entity or individual any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

h. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

i. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed counterpart of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually executed original counterpart signature page to this Agreement.

j. **FORCE MAJEURE.** Neither Party will be responsible for failure or delay in performing under this Agreement if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God, severe weather, acts of terrorism, or any other causes beyond the control of the Non-performing Party.

k. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has read and understands all of the terms and provisions of the Agreement and has had the opportunity to consult with legal counsel or has waived the right to do so. The parties agree that this Agreement will not be construed against any party by reason of the drafting or preparation of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their undersigned authorized representatives as of the Effective Date.

PREMIER: Premier Sports Medicine of FL, LLC Adam Greenfield Adam M. Greenfield, ATC, LAT, OTC President	**COMPANY:** School District of Manatee County _____

SCHOOL DISTRICT OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

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

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. 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.

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

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

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

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

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

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

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

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

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

performing services on behalf of District, Contractor shall:

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

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor:	Name of firm, Contact Name, Address Premier Sports Medicine of FL, LLC Attn: Adam Greenfield 5390 Mount Vernon Way Dunwoody, GA 30338
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

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

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

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

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

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

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

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

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

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

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

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

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

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

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

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

36. **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.

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

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

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

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

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

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Premier Sports Medicine of FL, LLC CONTRACTOR/COMPANY NAME	5390 Mount Vernon Way, Dunwoody, GA 30338 ADDRESS
PHONE 954-592-4723	EMAIL agreenfield@premiersportsmedicine.net
TYPE OR PRINT NAME Adam Greenfield	TITLE President / CEO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

4/5/2024			
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

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Lucassian, Adam		
Waters, Brian		
Krufal, Deann		
Tuduri, David		
Safraoui, Samyra		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Procure or obtain.

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

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

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

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

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

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

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

(d) See also § 200.471.

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

(b) For purposes of this section:

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

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

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

AGENDA ITEM NO. 11.13

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Articulation Agreements with the University of South Florida and State College of Florida for Dual Enrollment Coursework, SDMC No. 25-0026BS, Estimated in the Amount of $700,000 (Multiple Funding Sources)

Executive Summary
Each year, the School Board of Manatee County, University of South Florida (USF S-M) and State College of Florida (SCF) prepare the Articulation Agreement to specify the operations of the dual enrollment programs for all high schools in the District, including charter schools. Florida Statue requires that these annual agreements are approved by the School Board of Manatee County, University of South Florida and State College of Florida.

The Articulation Agreements serve as a resource to administrators, school counselors, and faculty concerning all aspects of the dual enrollment programs.

Through dual enrollment, secondary students may enroll in postsecondary courses creditable toward both high school graduation and a career or an associate or baccalaureate degree. The University of South Florida agreements allows for students to experience the academic rigor of university courses both at USF S-M and on the high school campus.

The State College of Florida's agreement provides three curricular avenues for students to participate in early college: dual enrollment (college credit), career dual enrollment, and early admission.

The District encourages students to seek opportunities for academic enhancement and, upon completion of dual enrollment and early admission courses, the students can submit transcripts from State College of Florida, Manatee-Sarasota and University of South Florida, Manatee.

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 July 01, 2024 through June 30, 2025.

Historical expenditures for tuition, fees, and instructional materials are as follows:
- YTD 2023-2024 - $546,871.04
- 2022 – 2023 $696,974.68
- 2021 - 2022 $627,012.43
- 2020 - 2021 $817,714.51

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 For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

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 articulation agreements with the University of South Florida and State College of Florida for dual enrollment coursework, SDMC No. 25-00264BS, estimated in the amount of $700,000 (Multiple Funding Sources).

Financial Impact
Per legislation, school districts are required to pay institutes of higher education for dual enrollment courses. School districts are required to pay the local institution the standard tuition rate (SCF $71.98 per credit hour and USF $105.07 per credit hour) from funds provided in the Florida Education Finance Program when dual enrollment course instruction takes place on the postsecondary institution's campus and the course is taken during the fall or spring term. The funding source for this expenditure is instructional materials and is included in the Curriculum Department proposed budget for 2024/2025. Charter schools receive FTE and are required to pay all dual enrollment expenses incurred by their students, including books and tuition.

Contact
Submitting Department: Curriculum
Initiated By: Shannon Fleming

Attachments:
2024-2025 SCF Manatee County Articulation Agreement
USF DEAA_School_District
DEAA_In_Schools_School_District
DEAA Districts

EARLY COLLEGE
(DUAL ENROLLMENT)
ARTICULATION AGREEMENT

MANATEE COUNTY SCHOOL BOARD

&

STATE COLLEGE OF FLORIDA,
MANATEE-SARASOTA

2024-2025

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Introduction

The Dual Enrollment Program is authorized under s. 1007.271, Florida Statutes. This program is a cooperative effort between the **Manatee County School Board** and **State College of Florida, Manatee-Sarasota (SCF),** and is designed to provide accelerated learning mechanisms for qualified high school students on an individual basis. The Florida Legislature has defined a variety of options intended to shorten the time necessary to complete the requirements of a high school diploma, postsecondary certificate or degree and broaden the scope of curricular options available for secondary students ("Early College Programs").

Through dual enrollment, public secondary students may enroll in postsecondary courses creditable toward high school graduation, a career certificate, and an associate or baccalaureate degree. Dual enrollment students are required to be enrolled on a full-time basis with their high school in a combination of dual enrollment and high school courses (a total of 7 high school credits – 3.5 per semester).

Early College Programs Defined

Dual enrollment (DE)

DE refers to academic or college credit coursework at the postsecondary level that leads to a college credit, certificate, or degree. Early college dual enrollment is available through community colleges and universities.

Early Admission (EA)

EA is a form of dual enrollment through which eligible secondary students enroll, during grade 12, in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree.

Accelerated Dual Enrollment program (ADE)

ADE is a form of dual enrollment through which eligible high school students in grades 11 and 12 enroll at SCF on a full-time basis. This accelerated option allows the student to concurrently complete high school and college credits by attending classes at SCF. This program will provide students with the opportunity to earn an Associate's degree.

Career Dual Enrollment (CDE)

Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma.

Career Early Admission (CEA)

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full time with State College of Florida, Manatee-Sarasota in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List pursuant to s. 1008.44, Florida Statutes, which are creditable toward the high school diploma and the certificate or associate degree.

College Enrichment

College enrichment ***is not*** considered dual enrollment. College enrichment is designed to provide an opportunity for qualified high school students to enroll in college-level courses

to add depth to their high school academic program. To take part in College Enrichment a student must apply to SCF as a non-degree seeking student. College enrichment is not governed by this Agreement between the School Board and SCF. Students are responsible for the cost of tuition and instructional materials under this option. Students choosing this option are not eligible for dual enrollment during the same semester in which they have applied as a non-degree seeking student.

Purpose

The purpose of the Agreement is to develop and implement a comprehensive accelerated program for public high school students reducing the time needed to complete requirements of a high school diploma and college degree, broaden the scope of curricular options available to students, and increase the rigor and variety of course offerings available to students. The program provides eligible secondary students the opportunity to take SCF classes while concurrently enrolled in high school.

Through this formal articulation agreement, the school district accepts college-level courses that fulfill high school graduation requirements. After high school graduation, these credits may also be used for degree and certificate programs at SCF and other regionally accredited colleges universities, and technical education centers.

All required costs associated with tuition and fees for Early College programs are waived. Students enrolled in these programs can also participate in both the academic and extracurricular activities provided by the college, have full library privileges, and access to the Tutoring and Academic Success Center.

Florida College System institution boards of trustees may establish additional initial student eligibility requirements, which shall be included in the dual enrollment articulation agreement, to ensure student readiness for postsecondary instruction. Additional requirements included in the agreement may not arbitrarily prohibit students who have demonstrated the ability to master advanced courses from participating in dual enrollment courses or limit the number of dual enrollment courses in which a student may enroll based solely upon enrollment by the student at an independent postsecondary institution. §1007.271, Florida Statutes.
In accordance with this statutory language, SCF and the school district have carefully considered the admissions criteria which are best suited to ensure students have the opportunity to be successful in their dual enrollment coursework.

Early College Deadlines

Enrollment deadlines include submission of an application for Early College, placement test results, Early College (dual enrollment) Contract, online Orientation, and Registration. All required materials must be submitted to SCF by these published deadlines or students will be ineligible to participate in the Early College programs.

- Summer and Fall Deadline—May 15th
- Spring Deadline—December 1st

Deadlines for each term will remain constant as defined above.

No exceptions will be made after these published deadlines.

Eligibility, Responsibilities, and Impact

Dual Enrollment

Students enrolled in county district schools, including charter schools, may enroll in DE coursework on an SCF campus, while also taking at least one course on their high school campus. This coursework may not exceed 11 credit hours per semester.

Initial Eligibility

1. The student has a minimum unweighted 3.0 cumulative grade point average (GPA) at the time of application.
2. The student has achieved a qualifying score on the SAT, ACT, Classic Learning Test, Accuplacer, or PERT by the published deadlines (Appendix A) in mathematics, and/or reading, and writing. Test scores are valid for 2 years from the date of testing.
3. The student has 10 high school credits completed successfully prior to the beginning of the term in which the dual enrollment course is to be taken. These credits must include at least 2 mathematics courses, and 2 English courses.
4. The student has met all Early College published deadlines.
5. The student has satisfied the course prerequisites as required by the current SCF catalog.
6. The student has obtained written authorization from parent/guardian and high school counselor on the Early College (dual enrollment) Contract.

Continuing Eligibility

1. The student has maintained a high school GPA of at least 3.0 (unweighted) to remain eligible for the Early College Programs. The student has maintained a college term GPA of at least 2.0.
2. The student has earned a "C" or better in all attempted dual enrollment classes. If a student earns a D, W, or F in a dual enrolled class the student may not participate in a dual enrollment program for the following dual enrollment semester. The student may reapply to the dual enrollment program if eligibility returns.

Academic Impact

The dual enrollment student receives both high school and college credit upon successful completion of the course(s). For the high school academic record, DE courses are weighted the same as IB, AP, and AICE. Since college credit is awarded, this grade will remain a part of the SCF *academic transcript* as well as the *high school academic transcript.*

Student Enrollment Responsibilities

The student will complete and submit an application for Early College to SCF by specified deadline. The application is available at www.scf.edu under APPLY NOW. Students who are continuing in Early College programs will not be required to complete a new application. Students who plan to return to Early College after participating in college enrichment/non-degree program or have been absent for an academic year are required to submit a new application by the published deadline.

1. The student will schedule an appointment to take the SCF Placement Test at the Assessment and Testing Center, if necessary. The student will receive G# (student ID) in their welcome letter. Bring picture ID and the temporary SCF ID card on the day of testing. The student may schedule testing using this link: http://www.scf.edu/StudentServices/AssessmentTestingCenter/default.asp
2. The student will complete and submit the electronic Early College (dual enrollment) Contract signed by the high school counselor and a parent/guardian to the SCF Office of Early College by the published deadline.
3. The student will be required to complete an SCF online orientation. The orientation link will be sent to the student's SCF email account for completion.
4. The student will submit all paperwork to SCF according to the designated deadlines.
5. The student will submit the SCF schedule to the high school counselor in order to obtain instructions on getting textbooks and procedures for one time use online access and picking up and returning required DE textbooks.
6. The student will submit any SAT, ACT, AP, or other relevant test scores to SCF directly from the testing agency. The scores may also be transferred from the high school directly to the college if they are present on the student's official transcript.
7. The student will follow the drop/add and grading policies outlined in the current SCF catalog.

Counselor Enrollment Responsibilities

1. Communicate to all interested students the Early College (dual enrollment) admissions process and the appropriate deadlines and timelines for submitting applications/forms and taking the appropriate admissions assessment.
2. Verify the student's eligibility status through the electronic SCF Early College (dual enrollment) Contract.
3. Assist the student in making course selections, in order to ensure the student is meeting high school graduation requirements.
4. Provide information regarding policies and procedures for one time use online access and picking up and returning *required* Early College (dual enrollment) textbooks.

Student Post-Semester Responsibilities

1. The student will return all textbooks according to School Board Policy.
2. The student will submit official transcripts to the high school according to School Board policy.

Early Admission

Students enrolled in Grade12 in public district schools, including charter schools, may enroll in Early College (dual enrollment) coursework on an SCF campus, and must enroll in at least 12 credits, but may not exceed 15 credit hours per term. If a student does not maintain their credit load, they must communicate with their counselor regarding a return to the high school for enrollment in additional courses.

Initial Eligibility

1. The student has completed a minimum of eighteen (18) high school credits, which must include 2 English courses, 2 Math courses (Algebra/Geometry or higher) by the beginning of the semester in which the dual enrollment courses are to be taken.
2. The student has a minimum unweighted 3.0 cumulative high school grade point average (GPA) at the time of application.
3. The student has achieved a qualifying score on the SAT, ACT, Classic Learning Test, Accuplacer, or PERT by the published deadlines (Appendix A) in mathematics, and/or reading, and writing. Test scores are valid for 2 years from the date of testing.
4. The student has met all Early College published deadlines.
5. The student has satisfied the course prerequisites as required by the current SCF catalog.
6. The student has obtained written authorization from parent/guardian and high school counselor on the Early College (dual enrollment) Contract.

Continuing Eligibility

1. The student has maintained a high school GPA of at least 3.0 (unweighted). The student has maintained a college term GPA of at least 2.0.
2. The student has earned a “C” or better in all attempted dual enrollment classes. If a student earns a D, W, or F in a dual enrolled class the student may not participate in a dual enrollment program for the following dual enrollment semester. The student may reapply to the dual enrollment program if eligibility returns.

Academic Impact

The early admission student enrolls full-time as an SCF college student and receives both college and high school credit upon successful completion of the course(s). For the high school academic record, Early College (dual enrollment) courses are weighted the same as IB, AP, and AICE. Since college credit is awarded, this grade will remain a part of the SCF academic transcript as well as the high school academic transcript. The student must include in the college schedule courses that will meet the requirements for high school graduation. Early admission students must meet all state and district course graduation requirements in order to be awarded a high school diploma from the School District.

Student Enrollment Responsibilities

The student will complete and submit an Application for Early College to SCF by specified deadline. The application is available at www.scf.edu under APPLY NOW. Students who are continuing in Early College programs will not be required to complete a new application. Students who plan to return to Early College after participating in college

enrichment/non-degree program will need to submit a new application by the published deadline.

1. The student will schedule an appointment to take the SCF Placement Test at the Assessment and Testing Center, if necessary. The student will receive G# (student ID) in their welcome letter. Bring picture ID and the temporary SCF ID card on the day of testing. The student schedule testing using this link: http://www.scf.edu/StudentServices/AssessmentTestingCenter/default.asp
2. The student will complete and submit the electronic Early College (dual enrollment) Contract signed by the high school counselor and a parent/guardian to the SCF Office of Early College by the published deadline.
3. The student will be required to complete an SCF online orientation. The orientation link will be sent to the student's SCF email account for completion.
4. The student will submit all paperwork to SCF according to the designated deadlines.
5. The student will submit the SCF schedule to the high school counselor in order to obtain instructions on getting textbooks and procedures for one time use online access and picking up and returning required DE textbooks.
6. The student will submit any SAT, ACT, AP, or other relevant test scores to SCF directly from the testing agency. The scores may also be transferred from the high school directly to the college if they are present on the student's official transcript.
7. The student will follow the drop/add and grading policies outlined in the current SCF catalog.

Counselor Enrollment Responsibilities

1. Communicate to all interested students the Early College (dual enrollment) admissions process and the appropriate deadlines and timelines for submitting applications/forms and take the appropriate admissions assessment.
2. Verify the student's eligibility status through the electronic SCF Early College (dual enrollment) Contract.
3. Assist the student in making course selections, in order to ensure the student is meeting high school graduation requirements.
4. Provide information regarding policies and procedures for one time use online access and picking up and returning *required* DE textbooks.

Student Post-Semester Responsibilities

1. The student will return all textbooks according to School Board Policy.
2. The student will submit official transcripts to the high school according to School Board policy.

Accelerated Dual Enrollment

Accelerated Dual Enrollment is a form of dual enrollment through which eligible public high school students in grades 11 and 12 enroll at SCF on a full-time basis. This accelerated option allows the student to concurrently complete high school graduation requirements and college AA degree by attending classes, and receiving guidance related to college course work, at the State College of Florida.

Initial Eligibility

1. The student is entering 11th grade and has completed coursework which must include 2 English courses, 2 Math courses (Algebra/Geometry or higher).
2. The student has a minimum unweighted 3.3 cumulative high school grade point average (GPA) at the time of application.
3. The student has achieved a qualifying score on the SAT, ACT, Classic Learning Test, Accuplacer, or PERT by the published deadlines (Appendix A) in mathematics, reading, and writing. Test scores are valid for 2 years from the date of testing.
4. The student has met all Early College published deadlines.
5. The student must have completed the following high school courses:
    a. English I-or equivalent.
    b. English II-or equivalent.
    c. Algebra I and passed Algebra I end of course exam, earned a concordant SAT/ACT or PERT score, or met this requirement to the satisfaction of the high school though a waiver.
    d. Geometry
    e. Passed Grade 10 English Language Assessment or ACT/SAT with concordant score or has met this requirement to the satisfaction of the high school through a waiver, or other concordant score.
6. The student has satisfied the course prerequisites as required by the current SCF catalog.
7. The student must register for at least 12 college credits and should register for 15 college credits each full-term semester in order to remain on track to receive an Associate in Arts Degree.
8. The student has obtained written authorization from parent/guardian and high school counselor on the Early College (dual enrollment) Contract.

Continuing Eligibility

1. The student has maintained a high school GPA of at least 3.0 (unweighted).
2. The student has maintained a college term GPA of at least 2.0.
3. The student must obtain permission of the high school counselor in order to repeat a course for grade forgiveness (in which a D, W or F was earned). This coursework at SCF is considered College Enrichment, not Dual Enrollment. This course repeat will be at the student's expense for tuition and books and other associated fees.

Academic Impact

The Accelerated Dual Enrollment (ADE) student enrolls full-time as an SCF college student and receives both college and high school credit upon successful completion of the course(s). For the high school academic record, Early College (dual enrollment)courses are weighted the same as IB, AP, and AICE. Since college credit is awarded, this grade will remain a part of the SCF academic transcript as well as the high school academic transcript. The student must include in the college schedule courses that will meet the requirements for high school graduation. The Accelerated Dual Enrollment (ADE) students must meet all state and district course graduation requirements in order to be awarded a high school diploma from the School District.

Student Enrollment Responsibilities

1. The student will complete and submit an application for Early College to SCF by specified deadline. The application is available at www.scf.edu under APPLY NOW.
2. The student will schedule an appointment to take the SCF Placement Test at the Assessment and Testing Center, if necessary. The student will receive G# (student ID) in their welcome letter. Bring picture ID and the temporary SCF ID card on the day of testing. The student schedule testing using this link: http://www.scf.edu/StudentServices/AssessmentTestingCenter/default.asp
3. The student will complete and submit the electronic Early College (dual enrollment) Contract signed by the high school counselor and a parent/guardian to the SCF Office of Early College by the published deadline.
4. The student will be required to complete an SCF online orientation. The orientation link will be sent to the student's SCF email account for completion.
5. The student will submit all paperwork to SCF according to the designated deadlines.
6. The student will submit the SCF schedule to the high school counselor in order to obtain instructions on getting textbooks and procedures for one time use online access and picking up and returning required DE textbooks.
7. The student will submit any SAT, ACT, AP, or other relevant test scores to SCF directly from the testing agency. The scores may also be transferred from the high school directly to the college if they are present on the student's official transcript.
8. The student will follow the drop/add and grading policies outlined in the current SCF catalog.

Counselor Enrollment Responsibilities

1. Communicate to all interested students the DE admissions process and the appropriate deadlines and timelines for submitting applications/forms and take the appropriate admissions assessment (PERT, SAT, or ACT).
2. Verify the student's eligibility status through the electronic SCF Early College (dual enrollment) Contract.
3. Assist the student in making course selections, in order to ensure the student is meeting high school graduation requirements.

4. Provide information regarding policies and procedures for one time use online access and picking up and returning required DE textbooks.

Career Dual Enrollment

Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, Florida Statutes, which count as credits toward the high school diploma. This will not be accepted as a route to the Associate in Arts Degree.

Initial Eligibility

1. The student has a minimum unweighted 3.0 cumulative grade point average (GPA) at the time of application.
2. The student has achieved a qualifying score on the SAT, ACT, Classic Learning Test, Accuplacer, or PERT by the published deadlines (Appendix A) in mathematics, and/or reading, and writing. Test scores are valid for 2 years from the date of testing.
3. The student has 10 high school credits completed successfully prior to the beginning of the term in which the dual enrollment course is to be taken. These credits must include at least 2 mathematics courses, and 2 English courses.
4. The student has met all Early College published deadlines.
5. The student has satisfied the course prerequisites as required by the current SCF catalog.
6. The student has obtained written authorization on the Early College (dual enrollment) Contract from their high school counselor and their parent /guardian.

Continuing Eligibility

1. The student has maintained a high school GPA of at least 2.0 (unweighted).
2. The student has earned a "C" or better in all attempted dual enrollment classes. If a student earns a D, W, or F in a dual enrolled class the student must sit out for the following dual enrollment semester. The student may reapply to the Early College (dual enrollment) program if eligibility returns.

Academic Impact

The Career Dual Enrollment student receives both high school and college credit upon successful completion of the course(s). For the high school academic record, Early College (dual enrollment) courses are weighted the same as IB, AP, and AICE. Since college credit is awarded, this grade will remain a part of the SCF *academic transcript* as well as the *high school academic transcript.*

Student Enrollment Responsibilities

1. The student will complete and submit an application for Early College to SCF by specified deadline. The application is available at www.scf.edu under APPLY NOW.
2. The student will schedule an appointment to take the SCF Placement Test at the Assessment and Testing Center, if necessary. The student will receive G# (student ID) in their welcome letter. Bring picture ID and the temporary SCF ID card on the day of testing.

3. The student will complete and submit the electronic Early College (dual enrollment) Contract signed by the high school counselor and a parent/guardian to the SCF Office of Early College by the published deadline.
4. The student will be required to complete an SCF online orientation. The orientation link will be sent to the student's SCF email account for completion.
5. The student will submit all paperwork to SCF according to the designated deadlines.
6. The student will submit the SCF schedule to the high school counselor in order to obtain instructions on getting textbooks and procedures for one time use online access and picking up and returning required DE textbooks.
7. The student will submit any SAT, ACT, AP, or other relevant test scores to SCF directly from the testing agency. The scores may also be transferred from the high school directly to the college if they are present on the student's official transcript.
8. The student will follow the drop/add and grading policies outlined in the current SCF catalog.

Counselor Enrollment Responsibilities

1. Communicate to all interested students the Early College (dual enrollment) admissions process and the appropriate deadlines and timelines for submitting applications/forms and take the appropriate admissions assessment.
2. Verify the student's eligibility status through the electronic SCF Early College (dual enrollment) Contract.
3. Assist the student in making course selections, in order to ensure the student is meeting high school graduation requirements.
4. Provide information regarding policies and procedures for one time use online access and picking up and returning *required* DE textbooks.

Career Early Admissions

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full time in a career center or a Florida College System institution in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List pursuant to s. 1008.44, Florida Statutes, which are creditable toward the high school diploma and the certificate or associate degree.

Initial Eligibility

1. The student has completed a minimum of eighteen (18) high school credits, which must include 2 English courses, 2 Math courses (Algebra/Geometry or higher) by the beginning of the semester in which the dual enrollment courses are to be taken.
2. The student has a minimum unweighted 3.0 cumulative high school grade point average (GPA) at the time of application.
3. The student has achieved a qualifying score on the SAT, ACT, Classic Learning Test, Accuplacer, or PERT by the published deadlines (Appendix A). Test scores are valid for 2 years from the date of testing.
4. The student has met all Early College published deadlines.
5. The student has satisfied the course prerequisites as required by the current SCF catalog.

The student has obtained written authorization on the Early College (dual enrollment) Contract from their high school counselor and parent/guardian / **Continuing Eligibility**

1. The student has maintained a high school GPA of at least 2.0 (unweighted).
2. The student has earned a "C" or better in all attempted dual enrollment classes. If a student earns a D, W, or F in a dual enrolled class the student must sit out for the following dual enrollment semester. The student may reapply to the dual enrollment program if eligibility returns.

Academic Impact

The career early admission student enrolls full-time as an SCF college student and receives both college and high school credit upon successful completion of the course(s). For the high school academic record, DE courses are weighted the same as IB, AP, and AICE. Since college credit is awarded, this grade will remain a part of the SCF *academic transcript* as well as the *high school academic transcript.* The student must include in the college schedule courses that will meet the requirements for high school graduation. Early admission students must meet all state and district course graduation requirements in order to be awarded a high school diploma from the School District.

Student Enrollment Responsibilities

1. The student will complete and submit an application for Early College to SCF by specified deadline. The application is available at www.scf.edu under APPLY NOW.
2. The student will schedule an appointment to take the SCF Placement Test at the Assessment and Testing Center, if necessary. The student will receive G# (student ID) in their welcome letter. Bring picture ID and the temporary SCF ID card on the day of

testing. The student schedule testing using this link: http://www.scf.edu/StudentServices/AssessmentTestingCenter/default.asp

3. The student will complete and submit the electronic Early College (dual enrollment) Contract signed by the high school counselor and a parent/guardian to the SCF Office of Early College by the published deadline.
4. The student will be required to complete an SCF online orientation. The orientation link will be sent to the student's SCF email account for completion.
5. The student will submit all paperwork to SCF according to their designated deadlines.
6. The student will submit the SCF schedule to the high school counselor in order to obtain instructions on getting textbooks and procedures for one time use online access and picking up and returning required DE textbooks.
7. The student will submit any SAT, ACT, AP, or other relevant test scores to SCF directly from the testing agency. The scores may also be transferred from the high school directly to the college if they are present on the student's official transcript.
8. The student will follow the drop/add and grading policies outlined in the current SCF catalog.

Counselor Enrollment Responsibilities

1. Communicate to all interested students the Early College (dual enrollment) admissions process and the appropriate deadlines and timelines for submitting applications/forms and take the appropriate admissions assessment. (
2. Verify the student's eligibility status through the approval of the electronic SCF Early College (dual enrollment) Contract.
3. Assist the student in making course selections, in order to ensure the student is meeting high school graduation requirements.
4. Provide information regarding policies and procedures for one time use online access and picking up and returning *required* DE textbooks.

Student Post-Semester Responsibilities

1. The student will return all textbooks according to School Board Policy.
2. The student will submit official transcripts to the high school according to School Board policy.

College Enrichment

College enrichment ***is not*** considered dual enrollment. College enrichment is designed to provide an opportunity for qualified high school students to enroll in college-level courses to add depth to their high school academic program. To take part in College Enrichment a student must apply to SCF as a non-degree seeking student. College enrichment is not governed by this Agreement between the School Board and SCF. Students are responsible for the cost of tuition and instructional materials under this option. Students choosing this option are not eligible for dual enrollment during the same semester in which they have applied as a non-degree seeking student.

Academic Impact

Credits earned may be applicable to an associate degree, and with district approval **only** may be credited towards the high school diploma; this exception is for students participating in grade forgiveness retake of a SCF course in which the student earned a D or F grade.

Costs

Tuition

For students enrolled in Early College Programs, the School District shall pay per hour tuition at the standard tuition rate of $71.98 per credit hour from funds provided in the Florida Education Finance Program to SCF when such instruction takes place on the SCF campus or online (E-Campus).

SCF will invoice the School District for the Fall and Spring terms (final settlement within thirty (30) days of receipt). SCF shall provide the School District records adequate to reconcile costs, including student name, hours attended, courses taken, and fees to be assessed. All withdrawals and refunds shall be according to SCF policy as provided in the College Catalog.

As state funds become available for Summer enrollment SCF will invoice the FLDOE for instructional costs/tuition.

Note: College Enrichment ***is not*** included in DE, thus the student is responsible for all tuition, fees, and textbook expenses.

Textbooks

1. Instructional materials dollars can only be used to pay for the "Required" or "Alternate" not "Optional" texts. The purchase of lab supplies (protective equipment) and/or hardware (graphing calculators) are the responsibility of the students.
2. The School Board will be responsible to SCF for the purchase/rental and replacement costs for all instructional materials obtained through SCF for the Fall and Spring Terms. As state funds become available for Summer enrollment SCF will invoice the FLDOE for instructional materials.
3. The student is responsible to follow all procedures outlined by the School District relative to acquisition and return of textbooks.
4. The SCF Store will charge retail price for required textbooks provided for all dual enrollment students. Purchases from the SCF Store are not required. Charges for any one-time use access codes are the responsibility of the School District.

Special Notes and Requirements

General Notes

1) Dual Enrollment students are permitted to take courses on all SCF campuses, which includes online, blended, and lecture courses.
2) Students are strongly encouraged to take full term (16 week) courses during Fall and Spring semesters.
3) Students interested in Summer coursework should be aware of various start and end times. Students may select 5, 6, 8, 10 or 12 week courses. As state funds become available students may enroll in a maximum of six (6) credit hours.

4) Early College (dual enrollment) students are allowed one attempt per course as a part of dual enrollment. Any courses a student wishes to repeat must be taken as a part of the College Enrichment Program by applying to SCF as a non-degree seeking student as described above. (A grade of "W" is considered an attempt).

5) Students who do not officially withdraw from classes by the drop/add deadline will be reported as a no-show and will receive a "W" on their transcript. Fees will still be charged to the district.

6) Students who earn a W, D, or F will not be eligible for the early college program for one semester, unless approved to do so as an exception approved by the school district representative, and the college representative.

7) Students who withdraw or who are withdrawn from SCF must notify the high school counselor immediately.

8) Students are permitted to enroll in dual enrollment courses offered before, during or after school hours during the Spring and Fall semesters. Summer dual enrollment will be allowed contingent upon available funding from the state. Any courses registered for by a student outside of the parameters described in this agreement shall not be considered dual enrollment.

9) Students may **not** be classified as both Dual Enrollment and College Enrichment in the same semester.

10) Not all college courses offered by State College of Florida, Manatee-Sarasota are available through dual enrollment. Restrictions include, but are not limited to:

    a. The Dual Enrollment Course Equivalency Listing identifies the approved list of DE courses and the high school credit awarded for those courses. This listing is updated annually on www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf (Appendix B).

    b. Remedial level and enrichment courses are not available for dual enrollment. This includes applied art and music courses which carry special fees.

    c. Upper-level baccalaureate courses will not be available as part of SCF's Early College programs.

    d. Certain nursing and health science courses are not available for Early College (dual enrollment) programs as they are a part of a limited enrollment program.

    e. Courses eligible for Early College (dual enrollment) must be applicable to the certificate, A.S., or A.A. degree and the high school diploma.

11) Courses must be worth 3 or more college credits in order to earn high school credit.

12) In the event of an administrative emergency order(s) and/or natural disaster(s) the college and district will entertain alternative methods for placement testing. PSAT scores according to 6A-10.0315 may be used to assess student readiness for college-level work in communication and computation.

Student Information

Campus Resources

Early College students are entitled and encouraged to use SCF resources including libraries, academic resource center, computer labs, and tutorial labs.

Parking Decals

Dual Enrollment and Early Admissions students are issued one parking decal per academic year free of charge. All students must go to the Security Office with a photo ID and copy of their class schedule in order to obtain their parking decal. Any fees accrued on campus due to parking violations are the responsibility of the student.

SCF Student I.D.

All Early College students may obtain a free SCF Student I.D. with a photo ID and another form of photo identification at the Security Office. This SCF Student I.D. will also act as a library card for the student.

SCF Policies

Academic Policies

College-Level Course Expectations

The student will receive a syllabus from the instructor during the first week of class outlining college-level course expectations. This syllabus is to be shared by the student with their parents, as a reference to the expectations of each course.

Students Requesting Accommodation for a Documented Disability

SCF provides reasonable academic accommodations to qualified Early College (dual enrollment) students with disabilities enrolled in dual enrollment courses on SCF and SCF e-Campuses. The SCF Disability Resource Center (DRC) has established a comprehensive plan for responding to all requests for the provision of accommodations (adaptive devices and/or auxiliary staff and services) to meet the individual and unique needs of individuals with disabilities. Students must self-identify to the DRC office and provide documentation of their disability. DRC staff will review submitted documentation and meet with the student to develop an Accommodation Agreement. The DRC staff will explain the accommodation process, DRC services/resources, the importance of self-advocacy and working collaboratively with instructors. Students must take an active role in the accommodation process and are responsible for requesting accommodations each semester.

Repeat Policy

SCF will not waive the tuition for a second attempt on a dual enrollment course. Students wishing to repeat a course are required to pay all tuition and fees associated with the second attempt as well as meet all residency requirements and published deadlines as part of the college enrichment program. Participating students will be eligible for SCF's grade forgiveness policy (see SCF catalog for grade forgiveness policy).

Withdrawal Policy

A student may withdraw from any/all coursework without the academic penalty of an "F" grade by the withdrawal deadline as listed in the State College of Florida, Manatee-Sarasota Academic Calendar. SCF encourages students to discuss withdrawal with the instructor or SCF Success Coach and the high school counselor prior to withdrawing.

It is the responsibility of the student to initiate the withdrawal procedure**.** Prior to withdrawing from a dual enrollment course, the student must speak with his/her school counselor. For students taking DE courses on an SCF campus or online, they would log into their MySCF Portal and withdraw online. Failure to follow this procedure could result in a grade of "F" being recorded for the student and "F" calculated in the grade point average [GPA]. Students seeking a full withdrawal must complete a hard copy withdrawal form with the Office of the Registrar.

Withdrawals occurring after the established deadline will be granted only if a student demonstrates major verifiable extenuating circumstances clearly beyond the student's control. All such requests must be made directly to the Associate Provost for Faculty and Academic Affairs, who has the final approval/disapproval authority. In such approved cases, the "F" would be changed to a "W" grade, with no GPA consequences.

Grading Policy

It is the responsibility of the postsecondary educational institution for assigning letter grades for dual enrollment courses and the responsibility of school districts for posting dual enrollment course grades to the high school transcript as assigned by the postsecondary institution awarding the credit. Grades earned while a student is in the Early College program will become part of the student's permanent college and high school transcript, GPA, and class rank. Students must maintain a 3.0 unweighted high school GPA to remain eligible for the Dual Enrollment/Early Admissions Programs, and a 2.0 unweighted high school GPA to remain eligible for the Career Dual Enrollment and Career Early Admissions Programs.

Transcripts

SCF does not send grade reports to students. **Students are responsible for submitting their official transcripts each semester to their high schools.**

- Final grades for high school credit will be awarded on high school academic transcripts.
- Students must request a transcript from SCF to be sent to their high school registrar for posting on the high school transcript. A fee is charged for the transcript.

https://scf.edu/StudentServices/Registrar/OfficialTranscripts.asp

SCF will send a copy of each student's grades to the high school following each semester, per statute these are the grades that must appear in the student's high school transcript.

Student Services Policies

Student Code of Conduct

Students taking dual enrollment courses are subject to the rules and regulations of State College of Florida, Manatee-Sarasota as established in the SCF Catalog and the Student Handbook Planner and County School Board Policies.

Collegiate Environment

While in college courses, students are subjected to a learning environment that promotes an open exchange of ideas. Course content is presented on an adult level, and class discussions require a mature understanding of divergent viewpoints and the ability to think critically on controversial issues.

Impact on Future College/University Admissions and Scholarships

Dual enrollment students who receive a failing grade may have difficulty in meeting future admission requirements at colleges and universities, including financial aid and scholarship opportunities.

Attendance Policy

Punctual and regular class attendance is expected of all students. Any class session missed, regardless of cause, reduces the opportunity for learning and often adversely affects the grade a student achieves in a course. There is a general attendance policy available in the SCF Catalog; however, each instructor will communicate a specific attendance policy that notes consequences in their syllabus (deduction of points for late arrival, early departure, or complete absence.)

Academic Misconduct

Should any instance of academic misconduct arise, the instructor will confer with the Department Chair on the proper manner in which to proceed. Additional information on the student code of conduct can be found in the current SCF Catalog. https://catalog.scf.edu/content.php?catoid=11&navoid=796 and the Student Handbook/Planner.

Statement of Plagiarism Policy

Plagiarism is the use of ideas, facts, opinions, illustrative material, data, direct or indirect wording of another scholar and/or writer-professional or student-without giving proper credit. Expulsion, suspension, or any lesser penalty may be imposed for plagiarism.

Administrative Policies and Procedures

Career Pathways Articulation

Career Pathways is a term used by Federal, State, and Local education to describe activities that are carried on by local consortia which exist for the purpose of promoting the transition from high school career and technical education to post-secondary technical degrees and certificates. The Suncoast Career Pathways Consortium consists of State College of Florida Manatee- Sarasota, Manatee County Schools, and Manatee County Schools. This organization is supported by the Carl D. Perkins Grant to carry on activities including yearly grant writing, creation of promotional materials, in-class presentations, staff development, parent presentations, committee assignments, articulation agreements, and any other activity that promotes the transfer of credits from secondary to postsecondary Career and Technical Programs.

Students who complete a secondary Career Pathway and meet the eligibility requirements have the opportunity to receive college or technical school credit. The students must choose to continue in the same area of study at the postsecondary level in order to receive credit through articulation agreements with partner postsecondary schools. All Career Pathways are based on the course progression identified by the Florida Department of Education; the articulation agreements support more than 150 programs of study in the consortium.

Assurance of High School Credit

Upon satisfactory completion of dual enrollment courses, students will be awarded high school credit. Credit will be noted on the high school transcript as well as the official SCF transcript.

Procedure to Inform Students and Parents

The County School Board will provide eligible students with an informational document describing the educational benefits and eligibility requirements for Early College programs. In a cooperative effort, SCF Outreach and Early College staff will be available to assist in providing information and answering specific questions. All requirements, deadlines, and other information pertaining to the dual enrollment program have been made available on SCF's website at: https://www.scf.edu/StudentServices/Registrar/EarlyCollege/default.asp

Exercise of Options to Participate

Students and their parents may exercise their option to participate in dual enrollment by choosing from among any of the above programs for which the student meets the eligibility requirements.

Excess Hours and Acceleration Mechanisms

All twelve (12) of the state's public universities agree that credit hours earned through accelerated programs such as Advanced Placement, Dual Enrollment or College Level Examination Programs, that do not contribute toward the completion of a student's degree, will not be counted for excess hours purposes.

Relationship of Responsibilities

Due to the parallel nature of dual enrollment and early admission course offerings, administrative and procedural responsibilities must be shared between the County School Board and SCF. Students must adhere to registration, attendance, and withdraw policies as determined by County School Board and State College of Florida, Manatee-Sarasota.

Student Complaint/Conflict Resolution

SCF provides students an appropriate means to resolve conflicts or complaints concerning college rules, procedures, and/or course policies at the lowest level possible. The complete process can be found at:

https://scf.edu/content/PDF/Procedures/4.14.03%20FINAL.pdf

Statement of Nondiscrimination

SCF is an equal opportunity and access institution that does not discriminate on the basis of sex, race, religion, age, national origin/ethnicity, color, marital status, disability, genetic information, sexual orientation, and any other factor prohibited under applicable federal, state, and local civil rights laws, rules, and regulations in any of its educational programs, services, or activities, including admission and employment. To report or discuss equity concerns, contact the SCF Equity Officer at 941-752-5323.

State College of Florida, Manatee-Sarasota conforms to the Family Educational Rights and Privacy Act of 1974 (FERPA). No student grades are posted in any public manner; no grades are provided by telephone. Students obtain their grades by conferring in person with their instructors or by accessing them online via SCF Connect.

APPENDIX A

Early College Qualifying Test Scores

6A-10.0315 Demonstration of Readiness for College-Level Communication and Computation

Florida Postsecondary Education Readiness Test (PERT)	Standard Score
Reading	106
Writing	103
Mathematics	114
Next-Generation ACCUPLACER, The College Board (Interim Scores) Through July 2022	
Quantitative Reasoning, Algebra, and Statistics (QAS)	242
Reading	245
Writing	245
Next-Generation ACCUPLACER, The College Board Since August 2022	
Quantitative Reasoning, Algebra, and Statistics (QAS)	261
Reading	256
Writing	253
SAT, The College Board	
Reading Test	24
Writing and Language Test	25
Math Test	24
Digital SAT, The College Board Since June 2023	
Evidence-Based Reading and Writing Section	490
Math Section	480
ACT with Writing or ACT, Inc.	
Reading	19
English	17
Mathematics	19
Classic Learning Test, Classic Learning Initiatives, LLC Since August 2023	
Sum of the Verbal Reasoning and Grammar/Writing Sections	38
Quantitative Reasoning Section	16

It is preferred that students meet criteria in all 3 assessment categories. For courses other than math, students must meet criteria in both College Level English and College Level Reading.

SCF Placement Test Retake Policy

Dual Enrollment students may take the SCF Placement Test only one time per semester not to exceed a maximum of two attempts per calendar year including summer semester. This includes testing administered at SCF and on the high school campus.

SEMESTER ENROLLMENT ELIGIBILITY		
Fall Semester Testing	**Spring Semester Testing**	**Summer Semester Testing**
Enrollment ***following Spring semester***	Enrollment ***following Fall semester***	Enrollment ***following Spring semester***

SCF Test Score Acceptance Policy

SCF accepts SAT, ACT, Classic Learning Test, Accuplacer, or PERT test scores for early college program eligibility. Test score reports must have the student's full name (first and last), test date, and test score results in order to be accepted. Test score reports received by SCF directly from the testing agency. SCF school codes are:

ACT--0741

SAT—5427

APPENDIX B

Dual Enrollment Course Equivalency Information

Please refer to the Dual Enrollment Course Equivalency List for the latest information on high school credit awarded for dual enrollment courses.

For the most up to date list, please go to

www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf

This list should not be interpreted as the total number of dual enrollment courses available. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment.

Three-credit (or equivalent) postsecondary courses taken through dual enrollment shall be awarded at least 0.5 high school credits, either as an elective or subject area credit as designated in the local inter-institutional articulation.

Calculating Course Credit Equivalency for Dual Credit

The Dual Enrollment Course Equivalency List is an annually updated list of dual enrollment courses that meet high school graduation requirements and the amount of credit that must be awarded on students' transcripts. While the list identifies commonly taken dual enrollment courses that satisfy subject area requirements, current law allows for any course in the Statewide Course Numbering System (SCNS) with the exception of physical education and remedial courses to be available for dual enrollment. This list can be found at www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf.

According to the list, all three-credit (or equivalent) postsecondary courses taken through dual enrollment that are part of a postsecondary career / technical program of study (PSAV Certificate, Technical Certificate, Advanced Technical Certificate, ATD, AAS, AS) shall be awarded 0.5 elective credits toward high school graduation.

College certificate programs are separated into courses, which makes transfer and articulation easier. As a guideline, 135 instructional hours is equivalent to one secondary credit (120 with block scheduling), however, the determination of equivalency should be based on content, not "seat time." Instructional hours in career education programs are also known as "clock hours." Career certificate programs are broken into discrete sets of competencies called occupational completion points (OCPs). Most OCPs are divisible by 75 clock hours, so, for example, a 150-clock hour OCP (or community college career-technical course) should be equivalent to one high school credit.

Bright Futures Eligibility

The Bright Futures Comprehensive Course Table (CCT) lists the secondary and dual enrollment postsecondary courses and programs used to determine Bright Futures eligibility. If there is a program or course specified in an inter-institutional articulation agreement that is not in the CCT, one should contact the Standards, Benchmarks, and Frameworks Section at 850-245-9020 for review and approval of the equivalency.

Gold Seal Eligibility

To be eligible for the Gold Seal Scholarship, students must earn three secondary credits in a single career and technical program. Career-technical postsecondary credit (and where applicable, combined with high school course credit) earned through dual enrollment can be used to meet GSVS eligibility requirements.

This articulation agreement between the SCF and the County School Board provides for eligibility of DE and EA courses to be considered for both Bright Futures and Gold Seal eligibility. High school and community college programs/courses that would apply toward for Bright Futures eligibility may be accessed at: https://www.osfaffelp.org/bfiehs/fnbpcm02_CCTMain.aspx

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA AND

MANATEE COUNTY SCHOOL BOARD

ARTICULATION AGREEMENT

2024- 2025

The purpose of this Agreement is to define the acceleration mechanisms available between **Manatee County School Board** and **State College of Florida, Manatee-Sarasota** and to specify the details of the day-to-day operations of Dual Enrollment/Early Admission programs.

This Agreement is pursuant to and in furtherance of the provision of 1007.271.

The term of this Agreement shall remain in effect for the 2024-2025 academic year, which includes Fall 2024, Spring 2025, and Summer 2025. An executed and signed letter of intent will constitute annual renewal.

MANATEE COUNTY SCHOOL BOARD APPROVAL:

_____ _____

Chairman – Chad Choate III Date

Manatee County School Board

_____ _____

Superintendent Date

Manatee County School Board

_____ _____

Legal Counsel Date

Manatee County School Board

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA APPROVAL:

_____ _____

President Date

State College of Florida, Manatee-Sarasota

_____ _____

Chairman, District Board of Trustees Date

State College of Florida, Manatee-Sarasota

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DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH FLORIDA AND School Distrcit Manatee County

THIS AGREEMENT is made and entered into on _____ by and between University of South Florida Board of Trustees, a public body corporate (USF) and the School District Manatee County (SDMC), for the purpose of enabling dual enrollment courses to provide educational opportunities for eligible and qualified public high school students in Manatee County. This agreement shall serve as the Dual Enrollment Articulation Agreement pursuant to Section 1007.271, Florida Statutes. USF and SDMC are each a "Party" and collectively the "Parties."

I. TERM

This Agreement, which pertains to fall and spring semesters (not summer term), shall be effective as of July 1, 2024 and shall continue until June 30, 2025, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the beginning of the USF fall semester to ensure continuing compliance with state law and applicable dual enrollment requirements.

II. DUAL ENROLLMENT

A. Dual enrollment courses are courses taught to high school students for which the students receive both high school credit and college credit, regardless of location or mode of delivery. Therefore USF's dual enrollment courses must simultaneously fulfill Florida high school curriculum requirements and meet USF requirements for general education or specific majors.

B. Early admission dual enrollment pursuant to Section 1007.271, F.S. requires a separate agreement; it is not a part of this agreement.

C. Courses eligible for dual enrollment must meet the following criteria:
   1. Be listed within the statewide course description and numbering system on the current State of Florida Dual Enrollment Course - High School Subject Area Equivalency List: https://www.fldoe.org/policy/articulation/

   2. Fulfill requirements of an associate of arts or baccalaureate degree;
   3. Apply toward the student's high school diploma and replace high school courses in the same discipline that otherwise would have been taken; and
   4. Be approved by SDMC and USF as an acceptable dual enrollment course.

   Appendix A provides guidance and links for using the FLDOE course equivalency list and the USF course inventory.

D. Courses are not eligible for dual enrollment if they (1) contain college preparatory instruction and other forms of pre-collegiate instruction or developmental education, (2) are physical education courses that focus on the physical execution of a skill rather than

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the intellectual attributes of the activity, or (3) are not specified in the *State of Florida Dual Enrollment Course – High School Equivalency List*.

E. Some USF dual enrollment courses require either prerequisite work and/or higher standardized test scores. The USF Course Inventory stipulates the prerequisites for every course in the USF catalog: https://usfweb.usf.edu/academic-programs/course-inventory; **Appendix B** lists mathematics general education courses that have elevated test score requirements.

F. Dual enrollment courses are available on any campus of USF or its online platform. Dual enrollment registration is limited to unfilled courses.

G. Students are limited by USF to no more than three (3) dual enrollment courses per semester. In addition, any co-courses such as labs up to (3) three credits. New students with no dual enrollment experience are limited to two (2) courses.

H. SDMC may place other restrictions on students taking courses for dual enrollment credit.

I. All dual enrollment courses must be at least three (3) college credits or a co-credit course up to three (3) credits. Dual enrollment courses are published in the Florida Department of Education's statewide course numbering system and the State of Florida Articulation Coordinating Committee published in the *Dual Enrollment Course-High School Subject Equivalency List*. SDMC shall assign high school credit upon successful course completion and accept the post-secondary courses toward meeting requirements of Section 1003.43, Florida Statutes.

J. The number of courses a student may take could be less than the limits set by USF above at the discretion of the school or school district not USF.

III. INITIAL ELIGIBILITY

https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

Students participating in dual enrollment courses must meet these initial eligibility requirements.

1. 3.5 cumulative weighted high school GPA, as provided on the student transcript at time of application.
2. Meet minimum standardized test scores as outlined in **Appendix B**.
3. Approval by their high school counselor or other school administrator

IV. APPLICATION

A. Process: https://www.usf.edu/early-university-programs/dual-enrollment/admission-process.aspx

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1. Students who meet the initial eligibility can apply for admission to USF dual enrollment by following the step-by-step instructions located on the website, which include activation of a USF NetID and obtaining a U number (see above).
2. School counselors should follow the step-by step instructions for completing the course approval form that must accompany each student's application. (See above).
3. Students continuing in dual enrollment do not reapply, but they and their counselors must submit a course approval form every term to be registered in courses.

B. Deadline

1. The initial application process requires two submissions in sequence.

Term or Semester	Student Application Deadline	School Course Approval Form 2
For Fall Enrollment	On or Before June 1st	On or Before June 15th
For Spring Enrollment	On/before November 15	On/before November 15

2. Students apply only once, but if they do not enroll in the term for which they were admitted, they must reapply.
3. School counselors must submit course approval forms for students every term they wish to be enrolled.

C. Determination

The Director of USF Early University Programs makes the final decision for admission approval to the dual enrollment. Denial of admissions will be communicated to both the student and the high school administrator.

D. Course Registration

1. Students who have received approval to take a USF course online or a USF course on any USF campus will register themselves when the non-degree seeking registration window opens. School counselors shall advise students accordingly. **Fall Registration: Late July or Early August. Spring Registration: Late November or Early December.** (Students are responsible for **checking important dates (See https://www.usf.edu/registrar/calendars/) to know when to register**).
2. Students taking **USF courses on their high school campus** do not have to register their high school campus course. USF administrative staff will courtesy register students who are taking courses on their high school campus only.
3. The school counselor will be notified after registration has been completed via email.
4. The school counselor is responsible for advising students to log into Canvas/Oasis Students must log into Canvas the day before or on the first class meeting to ensure the course is available in Canvas. If not, the student must be added. Coordinators/counselors will notify the EUP office of any errors or changes during drop/ add week. After Drop/Add week, students cannot be added or dropped from registered classes.

V. CONTINUING ELIGIBLITY

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https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

A. Students must earn at least a "C" (2.0) in dual enrollment courses.
B. Students must also maintain a weighted 3.5 GPA on high school transcripts, including dual enrollment course final grades.
C. Students who maintain a GPA of 2.0 or higher after accruing six (6) credit hours may be allowed to take up to eleven (11) credit hours per semester during future terms.
D. Students who receive a "C-", "D", "F", or "W" in any given course as designated on the USF transcript, will not be eligible for dual enrollment the subsequent fall or spring semester.
E. Courses may not be reattempted for dual enrollment credit. Students who have earned a grade below C in a course, may retake that course and utilize the university's grade forgiveness policy only one time. The retake must be approved by the Director of Early University Programs and the Grade Forgiveness Request Form must be sent to the registrar by the student. https://www.sarasotamanatee.usf.edu/academics/academic-resources/academic-advising/grade-forgiveness.aspx
F. All courses that are retaken under grade forgiveness are at the student's expense.

VI. COSTS

A. Instruction

1. For instruction that takes place on a USF campus or online, SDMC shall pay USF the standard tuition rate per credit hour. While this rate has not been finalized for the coming year, it is currently $105.07, and is expected to remain that amount until changed by the state.
2. SDMC shall be responsible for payment of tuition for all students enrolled in coursework at the end of the USF drop/add period (first week of classes). If a student withdraws from a class during the drop/add period, pursuant to USF procedures, SDMC shall not be responsible for the tuition associated with that student's approved withdrawal coursework.
3. USF shall provide an invoice to SDMC no later than the Friday of the eighth week of the semester. SDMC shall render payment within forty-five (45) days.

B. Instructional Materials
https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

1. SDMC students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by SDMC.
2. USF Writes is embedded in the USF learning platform and is a required textbook for select ENC courses. The School District can arrange to pay for the resource or advise students to select another course. Invoices are not available for these materials.
3. The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.

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3. After the close of dual enrollment registration a roster of participating students will be shared with the USF bookstore.
4. When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.
5. After dual enrollment students have "purchased" their required course materials, the USF bookstore will send an invoice to SDMC.
6. Detailed purchasing procedures for the school district and students are presented in **Appendix C** and on the Early University Programs Website (https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx).

VII. DISTRICT/SCHOOL RESPONSIBILITIES

A. SDMC shall designate a dual enrollment administrator/coordinator to oversee all student participation in USF dual enrollment and with the USF Office of Early University Programs.
B. Guided by the website (https://www.usf.edu/early-university-programs/index.aspx) SDMC school administrators shall provide information to students and their parents about opportunities for student participation in dual enrollment courses, the advisability and expectations of taking college courses during high school and how to participate in dual enrollment courses.
C. SDMC school counselors shall work with eligible students on an individual basis to assess their readiness for success in college courses and request appropriate USF courses by the dual enrollment deadline.
D. SDMC school counselors shall guide students in the online application process, which may include assisting the students in submitting immunization or residency records with the application, and verify student eligibility (GPA and test scores) to participate in the dual enrollment.
E. The SDMC school counselors shall be responsible for verifying student eligibility for participation in dual enrollment and approving course selections, as well as monitoring student performance during the semester and for grade transfers to high school reports.
F. Dual enrollment school counselor shall counsel students as needed and revise upcoming schedules for students who cannot continue in dual enrollment.
G. At least one SDMC school counselor will participate in a USF online training module to become familiar with academic procedures that students may need to pursue.

VIII. USF RESPONSIBILITIES

A. Upon request, USF shall meet with students as they complete their dual enrollment applications and/or approval forms, and consider course preferences.
B. USF shall courtesy register students for courses being taken on their high school campus during the non-degree seeking registration time period or before the start of each term.

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C. USF shall monitor student academic performance during participation in dual enrollment and share information with SDMC, when necessary, to foster student success.
D. USF shall assign a university letter grade to completed coursework.
E. USF shall provide academic information to the SDMC dual enrollment administrator within ten (10) business days following the official deadline for USF grade posting about the student(s) who are not eligible for future dual enrollment because grades have fallen below a grade of C / 2.0.
F. USF shall maintain a dual enrollment website that will contain updated information on deadlines, procedures and contact information for the dual enrollment.
G. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by s. 1007.271(21), F.S.
H. USF shall maintain an Office of Early University Programs, with a director and staff who will coordinate dual enrollment activity with the SDMC dual enrollment administrator.
I. In accordance with s. 448.095, F.S., USF shall assure that all course instructors have passed background checks and been authorized to work via e-Verify (company ID 461791).

IX. STUDENT RESPONSIBILITIES COORDINATED BY DISTRICT

A. The students shall be responsible for following all admissions and self-registration instructions on the dual enrollment website.
B. Students will self-register during the non-degree registration window each semester (see important dates to determine registration window- **https://www.usf.edu/registrar/calendars/).**
C. Students will get approved courses from their school counselors. Courses offered on a high school campus will be courtesy registered for the student. The student is responsible for online or USF Campus course registration.
D. The students will monitor their USF email for important dates and communications.
E. Students shall maintain at least the minimum requirements to continue in the dual enrollment.
F. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines. Students shall meet with their school counselors prior to dropping a course or beginning the withdrawal procedures.
G. If classes are taken on a USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on a USF campus must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
H. If classes are taken online, students are responsible for having the appropriate technology. Students taking USF classes online must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
I. In accordance with Section 1007.271, Florida Statutes, public school students enrolled in dual enrollment shall be exempt from the payment of registration, tuition, textbooks, laboratory fees and required instructional materials. Students may be responsible for

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additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, online fees and laptops.

X. GENERAL PROVISIONS

A. Dual Enrollment Transfer Guarantees. The parties must be aware of and comply with the Dual Enrollment Transfer Guarantees, which can be found at: https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf and on the attached **Appendix D**.

B. Continuity and Compliance. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

C. Individual Identification. The parties shall not use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from the other party.

D. Statutes and Laws The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.

E. Amendment. Any amendments or modification to this Agreement shall require written approval from both parties.

F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice pursuant to Section L below. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for existing students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their enrolled course(s). To clarify this

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provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they finish the coursework for the applicable semester.

G. Equal Opportunity. The Parties agree not to discriminate based on state and federal law in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

H. Indemnification. Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement. Both parties' indemnification shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of either party's sovereign immunity under Florida Law.

I. Disabilities. Students registered for Dual Enrollment at USF may access services and resources that are available for students with disabilities, which can be found at: https://www.usf.edu/student-affairs/student-accessibility/

J. Dispute Resolution. In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

K. Public Records. Both parties are subject to public records requirements pursuant to Chapter 119, Florida Statutes. Each shall maintain records and documents associated with this Agreement and shall respond to public records requests in accordance with the requirements of Chapter 119, Florida Statutes.

L. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida:
Brett E. Kemker, Ph.D.
Regional Vice Chancellor and Vice Provost
8350 N. Tamiami Trail Sarasota, FL 34243
kemker@sar.usf.edu

With Copies to:
Office of the General Counsel

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Hilary Black
University of South Florida
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

With Copies to:

School District Manatee County
215 Manatee Ave W
Bradenton, FL 34205-9069

M. Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Manatee County, Florida, for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

N. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

O. Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective

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successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

Q. Entire Agreement. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.

R. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, pandemics, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.

S. Personally Identifiable. Information (PII), Students taking a dual enrollment course at a post-secondary site may be required to provide a personal device to access technology for coursework. If the student does not own a personal device and is taking at least one course that requires technology, the School District will work with the post-secondary institution to ensure the student has the support/access to meet the technology requirements of coursework.

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DEAA 24-25 District (not on high school campus)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

School District Manatee County
Manatee **County, Florida**

By: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

University of South Florida
Board of Trustees, a public body corporate

DocuSigned by:
By: _____
B05478ED05C0412...

Name: Brett E. Kemker, Ph.D.
Title: Regional Vice Chancellor and Vice Provost

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Hilary Black, JD, MPH
Senior Associate General Counsel – University of South Florida
DS

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APPENDIX A

Selecting USF Courses for Dual Enrollment Credit

When selecting USF courses of dual enrollment credit, students and their advisors should consult these two sources for available courses for dual enrollment.

The State of Florida *Dual Enrollment Course High School Subject Equivalency* list:

https://www.fldoe.org/policy/articulation/

The USF course inventory:

https://usfweb.usf.edu/academic-programs/course-inventory

Many USF courses have prerequisites, so students and advisors should always check the course inventory prior to planning a schedule:
Fill in Prefix and Number, scroll down and click SEARCH. Then click on course title.

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APPENDIX B

Standardized Test Score Requirements

For Dual Enrollment Admission Minimum standardized test scores:

- SAT: 560 on Critical Reading / 530 on Math on SAT (scores taken after March 2016)
- ACT: 21 on Reading / 21 on Mathematics
- CLT: 38 Verbal (V + W)/ 16 Quantitative (Q math)
- PERT: 123 on Math for MAC 1105 and MAC 2311 and 114 for MAT 1033, MGF 1106/1107, MGF X130/ 106 on Reading and 103 Writing.
- CPT: See Website for test score requirements

AP, AICE or IB exam scores may take the place of SAT/ACT/PERT scores when allowed by the USF Catalog.

All mathematics, engineering, and natural sciences courses require the student to meet the SAT math score of 530 and/or the ACT math score of 21 and/or PERT Math score of 123 for MAC 1105 and MAC 2311 or a score of 114 for MAT 1033, MGF 1106 / 1107, MGF X130 for other courses.

All communications, humanities, and social sciences courses require the student to meet the SAT critical reading score of 560 and/or the ACT reading score of 21 and/or PERT reading score of 123 *and* PERT writing score of 103.

If in doubt about what category of scores would be necessary for a certain course, students and counselors should consult with USF staff: dualenrollment@usf.edu

Special Scores Requirements for Math Courses

Students who wish to take an advanced math course without its prerequisite can do so if they qualify by test score (see chart below).

Course Name	Qualify by prerequisite OR by test score		
	Course grade of C or higher	SAT	ACT
Precalculus Algebra and Trigonometry	MAC 1105	≥570	≥24
Business Calculus	MAC 1105 or MAC 1140 or MAC 1147	≥610	≥26
Life Sciences Calculus I	MAC 1147 or MAC 1114	≥670	≥29
Engineering Calculus I	MAC 1147 or (MAC 1114 and MAC 1140)	≥670	≥29
Calculus I	MAC 1147 or (MAC 1114 and MAC 1140)	≥670	≥29

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Appendix C

Procedures for Purchasing Required Course Texts and Materials for Dual Enrollment Courses

https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

Students attending private schools or homeschools

- Students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan.
- The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
- After the close of dual enrollment admissions, a roster of participating students will be shared with SDMC and the USF bookstore.
- When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.

Students attending high schools of public school districts or public charter schools when taking courses on a USF campus or from USF online (not on their high school campus)*

- Public school districts and public charter schools are required by law to pay for the required course materials needed by dual enrollment students.
- Students must obtain their required course materials from one of the USF bookstores unless unavailable there.
- Students must take care to limit purchases to the course's required materials. Sometimes professors list materials that are "recommended," "suggested," or "optional"; these are NOT covered by the schools or districts; neither are shipping charges. The cost of unrequired materials not paid for by the school district may be placed on a student's USF account as money owed, impeding their future course registration.
- Student who request home delivery for materials ordered online must pay the delivery charge.
- After dual enrollment students are registered, both schools and bookstores are notified of the students' courses.
- When ordering texts or other required materials, dual enrollment students must identify their school district and provide their USF U-number.
- After drop/add week, the bookstores send invoices to the school districts for the appropriate purchases made by the students on their dual enrollment list.
- For step-by-step details of this process: https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx
- Students taking dual enrollment classes on their high school campus are provided texts for the duration of the course by their school district.

Contact information for all USF bookstores

USF Tampa Campus	**USF St. Petersburg Campus**	**USF Sarasota-Manatee Campus**
Manager:Scott Christopher Website:USFBookstore.com Email: s.christopher@follett.com	Manager: Bryan Bell Website:USFBookstore.com Email:b.bell@follett.com	Manager: Peter McClain Website: USFBookstore.com Emailp.mcclain@follett.com

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Appendix D

DUAL ENROLLMENT TRANSFER GUARANTEES

The dual enrollment program provides high school student with an opportunity to take challenging courses and accelerate education opportunities. It has great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible high school students to simultaneously earn high school core or elective credit and postsecondary credit toward a career certificate, an associate degree, or a baccalaureate degree.

Dual enrollment courses receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. In addition, dual enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World Languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.

Students should understand, however, that dual enrollment courses are college-level courses, and the amount of work and rigor of content in dual enrollment courses may be much greater than in high school courses. In addition, dual enrollment course grades become a part of a student's permanent college transcript and are calculated in the student's permanent postsecondary grade point average. Poor performance in dual enrollment courses may affect university admissions and financial aid. It is important to do well in these courses to realize the benefits of dual enrollment.

Dual enrollment course selection is important. By choosing courses wisely, students can reduce the time it takes to complete this undergraduate college degree. Students should consult with their school counselor, who must approve their course selections each term. All degree programs require general education coursework; however, students should pursue these credits at USF only is they are not accessible as need by the student at the community/state college that serves the student's area.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Number System course number, and must be treated as though taken at the receiving institution. However, if students do not attend the same college or university where they earned the dual enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through dual enrollment.

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DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH FLORIDA AND THE

School District Manatee County

For instruction that may include courses taught on high school campuses

THIS AGREEMENT is made and entered into on _____ by and between University of South Florida Board of Trustees, a public body corporate ("USF") and the School District Manatee County ("SDMC") for the purpose of enabling dual enrollment courses to provide educational opportunities for eligible and qualified high school students in Manatee County. This agreement shall serve as the Dual Enrollment Articulation Agreement pursuant to Section 1007.271, Florida Statutes. USF and SDMC are each a "Party" and collectively the "Parties."

I. TERM

This Agreement, which pertains to fall and spring semesters (**not summer term**), shall be effective as of July 1, 2024 and shall continue until June 30, 2025, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the beginning of the USF fall semester to ensure continuing compliance with state law and applicable dual enrollment requirements.

II. DUAL ENROLLMENT

A. Dual enrollment courses are courses taught to high school students for which the students receive both high school credit and college credit, regardless of location or mode of delivery. Therefore USF's dual enrollment courses must simultaneously fulfill Florida high school curriculum requirements and meet USF requirements for general education or specific majors.

B. Early admission dual enrollment pursuant to Section 1007.271, F.S. requires a separate agreement; it is not a part of this agreement.

C. Courses eligible for dual enrollment must meet the following criteria:
   1. Be listed within the statewide course description and numbering system on the current Dual Enrollment Course - High School Subject Area Equivalency List https://www.fldoe.org/policy/articulation/
   2. Fulfill requirements of an associate of arts or baccalaureate degree;
   3. Apply toward the student's high school diploma and replace high school courses in the same discipline that otherwise would have been taken
   4. Be approved by SDMC and USF as an acceptable dual enrollment course.

Appendix A lists the links for USF dual enrollment courses approved for delivery on high school campuses.

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D. Courses

1. Courses are not eligible for dual enrollment if they (1) contain college preparatory instruction and other forms of pre-collegiate instruction or developmental education, (2) are physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, or (3) are not specified in the *State of Florida Dual Enrollment Course – High School Equivalency List*.

2. Some USF dual enrollment courses require either prerequisite work and/or higher standardized test scores. The USF Course Inventory stipulates the prerequisites for every course in the USF catalog: https://usfweb.usf.edu/academic-programs/course-inventory; **Appendix B** lists mathematics general education courses that have elevated test score requirements.

3. Dual enrollment courses are available on any campus of USF or its online platform. Dual enrollment registration is limited to unfilled courses.

4. Students are limited by USF to no more than three (3) dual enrollment courses per semester. In addition, any co-courses such as labs up to three credits. New students with no dual enrollment experience are limited to two (2) courses.

5. SDMC may place other restrictions on students taking courses for dual enrollment credit.

6. All dual enrollment courses must be at least three (3) college credits. Dual enrollment courses and high school credit earned are designated by the Florida Department of Education's statewide course numbering system and the State of Florida Articulation Coordinating Committee as published in the *Dual Enrollment Course-High School Subject Equivalency List*. SDMC shall assign high school credit upon successful course completion and accept the post-secondary courses toward meeting requirements of Section 1003.43, Florida Statutes.

7. For high school students in SDMC, selected lower-level dual enrollment courses are also available on one or more high school campuses. SDMC high school students who are not enrolled in USF's dual enrollment course are not allowed in the classroom in which instruction is being provided to dual enrollment students.

8. Dual enrollment courses taught at a SDMC high school are taught by teachers who have been credentialed by USF for college instruction and have been granted a courtesy faculty appointment by the appropriate USF academic unit, and thus are subject to USF's regulations, policies, and procedures.

9. Students may earn no more than fifty five (55) total credits applicable toward an Associate of Arts degree or a Bachelor's degree on a high school campus.

10. The number of courses a student may take could be less than the limits set by USF above at the discretion of the school or school district not USF.

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III. INITIAL ELIGIBILITY

https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

Students participating in dual enrollment courses must meet these initial eligibility requirements.

A. 3.5 cumulative weighted high school GPA, as provided on the student transcript at time of application.
B. Meet minimum standardized test scores as outlined in **Appendix B**.
C. Approval by their high school counselor or other school administrator

IV. APPLICATION

A. Process

https://www.usf.edu/early-university-programs/dual-enrollment/admission-process.aspx

1. Students who meet the initial eligibility can apply for admission to USF dual enrollment by following the step-by-step instructions located on the website, which include activation of a USF NetID and obtaining a U number (see above).
2. School counselors should follow the follow the step-by step instructions for completing the course approval form that must accompany each student's application. (See above).
3. Students continuing in dual enrollment do not reapply, but they and their counselors must submit a course approval form every term to be registered in courses.

B. Deadline

1. The initial application process requires two submissions in sequence.

Term or Semester	Student Application Deadline	School Course Approval
For Fall enrollment	On or before June 1	On or before June 15
For Spring enrollment	On or before November 15	On or before November 15

2. Students apply only once, but if they do not enroll in the term for which they were admitted, they must reapply.
3. School counselors must submit course approval forms for students every term they wish to be enrolled.

C. Determination

The Director of USF Early University Programs makes the final decision for admission approval to the dual enrollment. Denial of admissions will be communicated to both the student and the high school administrator.

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D. Course Registration

1. Students who have received approval to take a USF course online or a USF course on any USF campus will register themselves when the non-degree seeking registration window opens. School counselors shall advise students accordingly.
   Fall Registration: Late July or Early August. Spring Registration: Late November or Early December. (Students are responsible for **checking important dates (See https://www.usf.edu/registrar/calendars/) to know when to register**).
2. Students taking **USF courses on their high school campus** do not have to register their high school campus course. USF administrative staff will courtesy register students who are taking courses on their high school campus.
3. The school counselor will be notified after registration has been completed via email.
4. The school counselor is responsible for advising students to log into Canvas/Oasis Students must log into Canvas the day before or on the first class meeting to ensure the course is available in Canvas. If not, the student must be added. coordinators/counselors will notify the EUP office of any errors or changes during drop/ add week. After Drop/Add week, students cannot be added or dropped from registered classes.

V. CONTINUING ELIGIBLITY

https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

A. Students must earn at least a "C" (2.0) in dual enrollment courses.
B. Students must also maintain a weighted 3.3 GPA on high school transcripts, including dual enrollment course final grades.
C. Students who maintain a GPA of 2.0 or higher after accruing six (6) credit hours may be allowed to take up to eleven (11) credit hours per semester during future terms.
D. Students who receive a "C-", "D", "F", or "W" in any given course as designated on the USF transcript, will not be eligible for dual enrollment the subsequent fall or spring semester if .
E. Courses may not be reattempted for dual enrollment credit. Students who have earned a grade below C in a course, may retake that course and utilize the university's grade forgiveness policy only one time. The retake must be approved by the Director of Early University Programs and the Grade Forgiveness Request Form must be sent to the registrar by the student. https://www.sarasotamanatee.usf.edu/academics/academic-resources/academic-advising/grade-forgiveness.aspx
F. All courses that are retaken under grade forgiveness are at the student's expense.

VI. COSTS

A. Instruction

1. For instruction that takes place on a USF campus or online, SDMC shall pay USF the standard tuition rate per credit hour. While this rate has not been finalized for the coming year, it is currently $105.07, and is expected to remain that amount until changed by the state.

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2. SDMC shall be responsible for payment of tuition for all students enrolled in coursework at the end of the USF drop/add period (first week of classes). If a student withdraws from a class during the drop/add period, pursuant to USF procedures, SDMC shall not be responsible for the tuition associated with that student's approved withdrawal coursework.
3. USF shall provide an invoice to SDMC no later than the Friday of the eighth week of the semester. SDMC shall render payment within forty-five (45) days.
4. For dual enrollment courses that are taught on a high school campus by USF-credentialed high school faculty who have been granted courtesy faculty appointments at USF, SDMC is not responsible for payment to USF.

B. Instructional Materials
https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

1. SDMC students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by SDMC.
2. The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
3. After the close of dual enrollment admissions, a roster of participating students will be shared with the USF bookstore.
4. When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.
5. After dual enrollment students have "purchased" their required course materials, the USF bookstore will send an invoice to SDMC.
6. For students taking courses on high school campuses, SDMC will arrange purchasing of texts directly with the bookstore.
7. Detailed purchasing procedures for the school district and students are presented in **Appendix C**. To include ENC select courses that use USF Writes.

C. **DISTRICT/SCHOOL RESPONSIBILITIES**

A. SDMC shall designate a district administrator/coordinator to oversee student participation in USF dual enrollment and coordinate the program's implementation with the USF Office of Early University Programs.
B. Guided by the website (https://www.usf.edu/early-university-programs/index.aspx) SDMC school administrators shall provide information to students and their parents about opportunities for student participation in dual enrollment courses, the advisability and expectations of taking college courses during high school and how to participate in dual enrollment courses.

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C. SDMC school counselors shall work with eligible students on an individual basis to assess their readiness for success in college courses and request appropriate USF courses by the dual enrollment deadline.
D. SDMC school counselors shall guide students in the online application process, which may include assisting the students in submitting immunization or residency records with the application, and verify student eligibility (GPA and test scores) to participate in the dual enrollment.
E. The SDMC school counselors shall be responsible for verifying student eligibility for participation in dual enrollment and approving course selections, as well as monitoring student performance during the semester and for grade transfers to high school reports.
F. Dual enrollment school counselor shall counsel students as needed and revise upcoming schedules for students who cannot continue in dual enrollment.
G. At least one SDMC school counselor will participate in a USF online training module to become familiar with academic procedures that students may need to pursue.

Additional responsibilities for districts delivering USF dual enrollment on school campuses

H. The SDMC dual enrollment administrator/ coordinator shall coordinate scheduling and staffing of dual enrollment course on the high school campuses with the USF Office of Early University Programs.
I. The SDMC dual enrollment administrator/ coordinator shall coordinate annual submission of credential requests and required documents for prospective high school dual enrollment course instructors.
J. SDMC shall ensure that dual enrollment course sections taught on a high school campus contain only USF dual enrollment students and do not include any non-college credit seeking high school students.
K. SDMC shall ensure that instructors of in-schools dual enrollment courses attend a USF faculty orientation and any other trainings required of USF faculty (online) prior to the start of their first semester teaching. These trainings, which are all online, include, but are not limited to, Canvas Orientation, Title IX and Faculty Standards, Mental Health Compliance, etc.
L. SDMC shall ensure that, in the case of a high school dual enrollment instructor's absence, whether temporary or permanent, that the course can continue being taught by a USF-credentialed instructor.
M. SDMC will ensure that high school instructors of dual enrollment classes participate in USF's assessment of student learning outcome activities if a course they teach is required to be assessed as part of a general education assessment plan or a major-specific assessment plan that is implemented by USF. This may involve requiring students to produce specific artifacts/work products that the high school instructors may be required to evaluate using a rubric developed by USF faculty.

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N. SDMC shall assure that all dual enrollment course instructors have passed background checks and been authorized to work via e-Verify (company ID _____).

VIII. USF RESPONSIBILITIES

A. Upon request, USF shall meet with students of participating high schools as they complete their dual enrollment application and/or approval forms, and consider course preferences.
B. USF shall courtesy register students for courses taken on their high school campus during the non-degree seeking registration time period or before the start of each term.
C. USF shall monitor student academic performance during participation in the dual enrollment and share information with SDMC, when necessary, to foster student success.
D. USF shall assign a university letter grade to completed coursework.
E. USF shall provide academic information to the SDMC dual enrollment administrator/coordinator within ten (10) business days following the official deadline for USF grade posting about the student(s) who are not eligible for future dual enrollment because grades have fallen below a grade of C / 2.0.
F. USF shall maintain a dual enrollment website that will contain updated information on deadlines, procedures and contact information for the dual enrollment.
G. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by s. 1007.271(21), F.S.
H. USF shall maintain an Office of Early University Programs, with a director and staff who will coordinate dual enrollment activity with the SDMC dual enrollment administrator.
I. In accordance with s. 448.095, F.S., USF shall assure that all course instructors have passed background checks and been authorized to work via e-Verify (company ID 461791).

Responsibilities to districts delivering USF dual enrollment on school campuses

J. For dual enrollment courses taught in high schools, the USF Office of Early University Programs, will also coordinate dual enrollment activity with the SDMC dual enrollment administrator/coordinator, participating high school principals, counselors, and instructors of dual enrollment courses.
K. USF shall provide "courtesy faculty appointments" to credentialed SDMC teachers assigned to teach dual enrollment courses on high school campuses to enable their use of Canvas and USF email, and bind those faculty members to USF's regulations, policies, and procedures.
L. USF shall provide approved course syllabi and required texts to the SDMC high school dual enrollment instructors for the coming year before the end date of the district's current year teaching contracts.
M. USF shall deliver an orientation and other faculty training to newly credentialed and assigned teachers online either asynchronously or at an agreed upon time prior to the start of fall classes in SDMC schools.
N. USF shall ensure that all its regulations, policies, and procedures are enforced in dual enrollment courses on the high school campuses, and that student support services comparable to those provided to other non-degree-seeking students at USF are provided to students taking

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courses on a high school campus. In the event of a conflict between USF's regulations, policies, or procedures and those of SDMC, USF regulations, policies, and procedures will supersede those of SDMC.

O. USF will assure that if student learning outcomes are assessed in a general education or major-specific course on one or more USF campuses (including online) and that course is offered at a high school as an off-campus instructional site, then the course at that off-campus instructional site will be included in the student learning outcome assessment process.

IX. STUDENT RESPONSIBILITIES COORDINATED BY DISTRICT/SCHOOL

A. The students shall be responsible for following all admissions and self-registration instructions on the dual enrollment website.
B. Students will self-register during the non-degree registration window each semester (See important dates to determine registration window **https://www.usf.edu/registrar/calendars/#fall2021).**
C. Students will get approved courses from their school counselors. Courses offered on a high school campus will be courtesy registered for the student. The student is responsible for USF online or USF Campus course registration.
D. The students will monitor their USF email for important dates and communications.
E. Students shall maintain at least the minimum requirements to continue in the dual enrollment.
F. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines. Students shall meet with their school counselors prior to dropping a course or beginning the withdrawal procedures.
G. If classes are taken on a USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on a USF campus must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
H. If classes are taken online, students are responsible for having the appropriate technology. Students taking USF classes online must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
I. In accordance with Section 1007.271, Florida Statutes, high school students enrolled in dual enrollment shall be exempt from the payment of registration, tuition, textbooks, laboratory fees and required instructional materials. Students may be responsible for additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, online fees and laptops.

X. GENERAL PROVISIONS

A. Dual Enrollment Transfer Guarantees. The parties must be aware of and comply with the Dual Enrollment Transfer Guarantees, which can be found at: https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf and on the attached **Appendix D**.
B. Continuity and Compliance. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided,

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however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

C. Individual Identification. The parties shall not use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from the other party.

D. Statutes and Laws The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.

E. Amendment. Any amendments or modification to this Agreement shall require written approval from both parties.

F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice pursuant to Section L below. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for existing students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their enrolled course(s). To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they finish the coursework for the applicable semester.

G. Equal Opportunity. The Parties agree not to discriminate based on state and federal law in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

H. Indemnification. Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any

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person, firm or corporation not a party to the Agreement. Both parties' indemnification shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of either party's sovereign immunity under Florida Law.

I. Disabilities. Students registered for Dual Enrollment at USF may access services and resources that are available for students with disabilities, which can be found at: https://www.usf.edu/student-affairs/student-accessibility/

J. Dispute Resolution. In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

K. Public Records. Both parties are subject to public records requirements pursuant to Chapter 119, Florida Statutes. Each shall maintain records and documents associated with this Agreement and shall respond to public records requests in accordance with the requirements of Chapter 119, Florida Statutes.

L. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida:
Brett E. Kemker, Ph.D.
Regional Vice Chancellor and Vice Provost
8350 N. Tamiami Trail Sarasota, FL 34243
kemker@sar.usf.edu

With Copies to:
Office of the General Counsel
Hilary Black
University of South Florida
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

With Copies to:

_____

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School District Manatee County

215 Manatee Avenue W

Bradenton, FL 34205-9069

M. Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Manatee County, Florida, for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

N. E-Verify Requirement. Both parties warrant they are in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. Either party may immediately terminate the Agreement upon notice to the other party if they have a good faith belief that the other party is knowingly in breach of this warranty. The foregoing notwithstanding, in the event of such termination in the middle of a semester, the parties will cooperate to allow students to finish their current coursework without prejudice.

O. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

P. Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

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R. Entire Agreement. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.

S. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, pandemics, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.

T. Personally Identifiable Information (PII). Postsecondary students taking a dual enrollment course at a college or university site may be required to provide a personal device to access technology components of coursework. In cases where a student does not own a personal deveice and the tudent is taking at least one course that requires technology at the college site, the School District will work with the University to ensure the student has appropriate support/access to meet the technology requirements of the coursework.

(Signature page to follow)

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

School District Manatee County
Manatee **County, Florida**

By: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

University of South Florida
Board of Trustees, a public body corporate

DocuSigned by:
By: _____
D65478EB66C6412...

Name: Brett E. Kemker, Ph.D.
Title: Regional Vice Chancellor and Vice Provost

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Hilary Black, JD, MPH
Senior Associate General Counsel – University of South Florida
DS

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APPENDIX A

Selecting USF Courses for Dual Enrollment Credit

When selecting USF courses of dual enrollment credit, students and their advisors should consult these two sources for available courses for dual enrollment.

The State of Florida *Dual Enrollment Course High School Subject Equivalency* list:
https://www.fldoe.org/policy/articulation/

The USF course inventory:
https://usfweb.usf.edu/academic-programs/course-inventory

Many USF courses have prerequisites, so students and advisors should always check the course inventory prior to planning a schedule:
Fill in Prefix and Number, scroll down and click SEARCH. Then click on course title.

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APPENDIX B

Standardized Test Score Requirements

For Dual Enrollment Admission Minimum standardized test scores:

- SAT: 560 on Critical Reading / 530 on Math on SAT (scores taken after March 2016)
- ACT: 21 on Reading / 21 on Mathematics
- CLT 38 Verbal (V + W) / 16 Qnatiative (Q math)
- PERT: 123 on Math for MAC 1105 and MAC 2311 and 114 for MAT 1033, MGF 1106/1107, MGF X130/ 106 on Reading *and* 103 Writing.
- CPT: See website for test score requirements

AP, AICE or IB exam scores may take the place of SAT/ACT/PERT scores when allowed by the USF Catalog.

All mathematics, engineering, and natural sciences courses require the student to meet the SAT math score of 530 and/or the ACT math score of 21 and/or PERT Math score of 123 MAC 1105 and MAC 2311 and a score of 114 for MAT 1033, MGF 1106 /1107 or MGF X130 for other disciplines.

All communications, humanities, and social sciences courses require the student to meet the SAT critical reading score of 560 and/or the ACT reading score of 21 and/or PERT reading score of 106 *and* PERT writing score of 103.

If in doubt about what category of scores would be necessary for a certain course, students and counselors should consult with USF staff: dualenrollment@usf.edu

Special Scores Requirements for Math Courses

Students who wish to take an advanced math course without its prerequisite can do so if they qualify by test score (see chart below).

Course Name	Qualify by prerequisite OR by test score		
	Course grade of C or higher:	SAT	ACT
Precalculus Algebra and Trigonometry	MAC 1105	≥570	≥24
Business Calculus	MAC 1105 or MAC 1140 or MAC 1147	≥610	≥26
Life Sciences Calculus I	MAC 1147 or MAC 1114	≥670	≥29
Engineering Calculus I	MAC 1147 or (MAC 1114 and MAC 1140)	≥670	≥29
Calculus I	MAC 1147 or (MAC 1114 and MAC 1140)	≥670	≥29

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Appendix C
Procedures for Purchasing Required Course Texts and Materials for Dual Enrollment Courses
https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

Students attending private schools or homeschools

- Students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan.
- The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
- After the close of dual enrollment admissions, a roster of participating students will be shared with _____ and the USF bookstore.
  When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.

Students attending high schools of public school districts or public charter schools when taking courses on a USF campus or from USF online (not on their high school campus)*

- Public school districts and charter schools are required by law to pay for the required course materials needed by dual enrollment students.
- Students must obtain their required course materials from one of the USF bookstores unless unavailable there.
- Students must take care to limit purchases to the course's required materials. Sometimes professors list materials that are "recommended," "suggested," or "optional"; these are NOT covered by the schools or districts; neither are shipping charges. The cost of unrequired materials not paid for by the school district may be placed on a student's USF account as money owed, impeding their future course registration.
- Student who request home delivery for materials ordered online must pay the delivery charge.
- After dual enrollment students are registered, both schools and bookstores are notified of the students' courses.
- When ordering texts or other required materials, dual enrollment students must identify their school district and provide their USF U-number.
- After drop/add week, the bookstores send invoices to the school districts for the appropriate purchases made by the students on their dual enrollment list.
- For step-by-step details of this process: https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx
- Students taking dual enrollment classes on their high school campus are provided texts for the duration of the course by their school district.

Contact information for all USF bookstores

USF Tampa Campus	**USF St. Petersburg Campus**	**USF Sarasota-Manatee Campus**
Manager:Scott Christopher Website:USFBookstore.com Email: s.christopher@follett.com	Manager: Bryan Bell Website:USFBookstore.com Email:b.bell@follett.com	Manager: Peter McClain Website: USFBookstore.com Emailp.mcclain@follett.com

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Appendix D

DUAL ENROLLMENT TRANSFER GUARANTEES

The dual enrollment program provides high school student with an opportunity to take challenging courses and accelerate education opportunities. It has great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible high school students to simultaneously earn high school core or elective credit and postsecondary credit toward a career certificate, an associate degree, or a baccalaureate degree.

Dual enrollment courses receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. In addition, dual enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World Languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.

Students should understand, however, that dual enrollment courses are college-level courses, and the amount of work and rigor of content in dual enrollment courses may be much greater than in high school courses. In addition, dual enrollment course grades become a part of a student's permanent college transcript and are calculated in the student's permanent postsecondary grade point average. Poor performance in dual enrollment courses may affect university admissions and financial aid. It is important to do well in these courses to realize the benefits of dual enrollment.

Dual enrollment course selection is important. By choosing courses wisely, students can reduce the time it takes to complete this undergraduate college degree. Students should consult with their school counselor, who must approve their course selections each term. All degree programs require general education coursework; however, students should pursue these credits at USF only is they are not accessible as need by the student at the community/state college that serves the student's area.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Number System course number, and must be treated as though taken at the receiving institution. However, if students do not attend the same college or university where they earned the dual enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through dual enrollment.

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EARLY ADMISSION DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH FLORIDA AND School District Manatee County

THIS AGREEMENT is made and entered into on _____ by and between University of South Florida Board of Trustees, a public body corporate (USF) and the School District Manatee County (SDMC) for the purpose of enabling early admission dual enrollment for eligible and qualified high school students to attend USF fulltime during their senior year. This agreement shall serve as the Early Admission Dual Enrollment Articulation Agreement pursuant to Section 1007.271, Florida Statutes. USF and SDMC are each a "Party" and collectively the "Parties."

I. TERM

This Agreement shall be effective as of July 1, 2024 and shall continue until June 30, 2025, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the early admission deadline to ensure continuing compliance with state law and applicable dual enrollment requirements.

II. EARLY ADMISSION DUAL ENROLLMENT

A. DEFINITION
According to 1007.271, Florida Statutes, Subsection 10, early admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. A student must enroll in a minimum of 12 college credit hours per semester or the equivalent to participate in the early admission program; however, a student may not be required to enroll in more than 15 college credit hours per semester or the equivalent. Students enrolled pursuant to this subsection are exempt from the payment of registration, tuition, and laboratory fees.

B. Courses taken for dual enrollment credit by early admission students are approved by SDMC and USF, as meeting the following criteria:
1. They are listed within the statewide course description and numbering system on the current State of Florida Dual Enrollment Course - High School Subject Area Equivalency List https://www.fldoe.org/policy/articulation/
2. They fulfill requirements of an associate of arts or baccalaureate degree;
3. They fulfill requirements of the Florida high school diploma and replace high school courses in the same discipline that otherwise would have been taken.

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C. Courses are not eligible for inclusion in dual enrollment if the course contains college preparatory instruction and other forms of pre-collegiate instruction or developmental education, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity and courses not specified in the Dual Enrollment Course - High School Subject Area Equivalency List https://www.fldoe.org/policy/articulation/

D. Some USF courses require either prerequisite work and/or higher standardized test scores. The USF Course Inventory stipulates the prerequisites for every course in the USF catalog. https://academicplanning.usf.edu; Appendix A illustrates the kind of courses that may have elevated requirements.

E. Early admission students must take 12-15 credits each semester. This usually equates to 4-5 courses per term plus co-courses as required.

F. Early admission students may enroll in dual enrollment courses that are offered on any USF campus or by USF online. Early admission courses are not delivered on high school campuses.

G. Dual enrollment courses and high school credit earned are designated by the Florida Department of Education's statewide course numbering system and the State of Florida Articulation Coordinating Committee as published in the *Dual Enrollment Course-High School Subject Equivalency List*. SDMC shall assign high school credit upon successful completion and accept the post-secondary courses toward meeting requirements of Section 1003.43, Florida Statutes.

III. ELIGIBILITY

SDMC students may be excused from the last two semesters of their high school experience if USF accepts them for early admission. To be eligible to participate in early admission at USF the student must do the following:

A. Have already completed the equivalent of the junior year of high school requiring only one additional year to complete high school graduation requirements.
B. Have a high school grade point average of 3.8 or better as determined by current high school transcripts, unless homeschooled. Homeschooled students must meet all other requirements
C. Have SAT, ACT, or CLT scores that meet these minimums:
SAT: overall 1300, with at least 580 in Critical Reading and 580 in Mathematics
ACT: composite score of 29 with no less than a score of 29 English
CLT: 38 Verbal (V+W) / 16 Quantitative (Q math)
NOTE: (USF does not accept PERT scores for early admission);
scores are also required for course placement in some math courses, see **Appendix B**.
D. Submit a completed USF Online Application for Admission as an Undergraduate student.
E. Submit a completed Early Admission Approval Form 1.

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IV. APPLICATION PROCESS

A. The Student:
   1. Initiates the application process by contacting the school counselor, coordinator or homeschool or PEP administrator that will inform the Early University Programs Office about the student's intent.
   2. Follow the instructions for early admission provided on the website **See** (https://www.usf.edu/early-university-programs/early-admission/index.aspx), which provide the steps for application:
      a. Parent/Guardian and student submit the undergraduate application with all required documentation (test scores, residency, immunization, unofficial high school transcripts) electronically to the Office of Admission when prompted.
      b. Parent/Guardian and student begin the early admissions process by completing forms found on the website. This alerts the Early University Programs Office.

B. The School Counselor/Homeschool or PEP Administrator:
   1. The school counselor, coordinator or homeschool or PEP administrator completes the early admissions approval forms with the student.
      a. verifying required test scores and required GPA, and
      b. providing a list of remaining high school graduation requirements (if any)
   2. The school counselor, coordinator or homeschool or PEP administrator submits the approval form electronically to the USF Early University Programs Office.

C. Deadline
   All required forms for applying to Fall early admission must be submitted to the USF Office of Early University Programs **on or before March 1st of the student's junior year.** All applications for Fall early admission must be completed and submitted by **March 1st.** This includes sending official "partial" high school transcripts, official college transcripts from all schools attended, and required test scores **to the USF Office of Admissions. Students should start applying in the fall of their Junior Year.** This ensures all test scores, transcripts and paper work are submitted on time.

D. Determination
   The Director of USF Early University Programs evaluates all applications for early admissions. Any application that is deemed "denial of admission" will be communicated to the student, school counselor/coordinator, homeschool, or PEP administrator.

V. CONTINUING ELIGIBLITY

A. During their early admission year, students must maintain at least a "C" (2.0) unweighted USF GPA for their dual enrollment courses to continue eligibility in the program.
B. Students must also maintain a weighted 3.5 GPA on high school transcripts that include the dual enrollment course final grades.
C. Grades of "C-", "D", "F", or "W" will not be counted for dual enrollment credit.
D. A student who earns a grade of "C-", "D", "F", or "W" in fall semester will not be able to continue in early admission during spring semester.

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VI. COSTS

A. Cost of Instruction

1. Public Schools and Charter Schools

i. Early Admission students do not pay for tuition or academic fees.
ii. SDMC shall pay USF the undergraduate base tuition rate per credit hour for students participating in USF early admission.
iii. SDMC shall be responsible for payment of tuition ($105.07 per credit) for all students enrolled in coursework at the end of the USF drop/add period. If a student withdraws during the drop/add period, pursuant to USF procedures SDMC shall not be responsible for the tuition associated with that student's approved withdrawal coursework.
iv. USF shall provide an invoice to SDMC approximately (45) days after the first week of classes. SDMC shall render payment within thirty (30) days after received the invoice.

2. Private Schools, Homeschooled Students, and PEP Students

i. The Florida Dual Enrollment Scholarship Plan shall be responsible for payment of tuition for all students enrolled in coursework at the end of the USF drop/add period (first week of classes).

B. Cost of Instructional Materials

1. Public Schools and Charter Schools

i. See https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx
ii. Public school districts and charter schools are required by law to pay for the required course materials needed by early admission dual enrollment students.
iii. Students must obtain their required course materials from one of the USF bookstores unless unavailable there. Public Schools and Charter Schools will pay for USF Writes should that resource be required in the ENC courses or students can take alternate courses.
iv. Students must take care to limit purchases to the course's required materials. Sometimes professors list materials that are "recommended," "suggested," or "optional"; these are NOT covered by the schools or districts; neither are shipping charges. The cost of unrequired materials not paid for by the school district may be placed on a student's USF account as money owed, impeding their future course registration.
v. Students may request home delivery for materials ordered online, but they must pay the delivery charges.

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2. Private Schools, Homeschooled Students and PEP Students

   i. See https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx
   ii. Students who are admitted taking dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan. Unless the course requires USF Writes. This resource will be paid by the Private School or Homeschool or PEP Administrator not the student.
   iii. The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
   iv. After the close of dual enrollment admissions, a roster of participating students will be shared with the USF Follett Bookstore.
   v. When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.

C. Process

3. Each semester, after early admission students are registered, the bookstore is notified by USF of the students' courses.
4. When ordering texts or other required materials, dual enrollment students must identify where they attend school and provide their USF U-number.
5. After drop/add week, the bookstore will send invoices to the school districts and charter schools for the appropriate purchases made by the students on their dual enrollment list.
6. USF will send the captured costs from homeschool and private schools to the Department of Education for reimbursement from the Dual Enrollment Scholarship Plan.
7. Detailed purchasing procedures for the school, district, and students are presented in Appendix C and on the Dual Enrollment website. See https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

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VII. DISTRICT/CHARTER SCHOOLS/PRIVATE SCHOOLS/HOMESCHOOL OR PEP ADMINISTRATORS RESPONSIBILITIES

A. SDMC shall provide information to students and their parents about USF's early admissions program to include the website, email address, and key deadlines to be aware of to begin the process of applying.
B. SDMC shall verify student eligibility to participate in early admission.
C. SDMC shall work with students to guide in the online application process. This includes assisting students' with immunization records, residency records and test scores for the students to upload during the application period.
D. SDMC shall guide students to information about how to obtain required instructional materials.
E. SDMC shall maintain communication with USF staff to facilitate student success as an early admission student.
F. SDMC shall provide appropriate high school credit for coursework satisfactorily completed by students participating in early admission.

VIII. USF RESPONSIBILITIES

A. USF staff shall provide guidance to students and school counselors in application and registration process.
B. USF shall monitor student academic performance during their early admission year, and share information with SDMC, when necessary, to ensure student success.
C. USF shall assign a university letter grade to completed USF coursework.
D. USF shall provide academic information to the SDMC dual enrollment administrator within ten (10) business days following the official deadline for USF grade posting about the student(s) who are not eligible for future dual enrollment because grades have fallen below a grade of C / 2.0.
E. USF shall maintain a Dual Enrollment/Early Admission website that will contain updated information on deadlines, procedures and contact information.
F. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by 1007.271(21), F.S.
G. USF shall maintain an Office of Early University Programs, with a director and staff who will coordinate dual enrollment activity with the SDMC district administrator.
H. USF shall assure that all course instructors have been authorized to work via e-Verify and background checks.

IX. STUDENT RESPONSIBILITIES

A. Students shall maintain at least the minimum requirements to continue in early admission through fall and spring semesters.
B. Students will check USF communications regularly in their USF email account

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C. Students will self-register for approved courses in the registration window found under important dates on the registrar's website.
D. Students will communicate regularly with the USF advisor.
E. Student shall get approved courses from their school counselors/coordinators/or homeschool administrator. The student is responsible for online or USF Campus course registration.
F. If classes are taken on a USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on a USF campus must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
G. If classes are taken online, students are responsible for having the appropriate technology. Students taking USF classes online must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
H. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines. Students shall confer with their school counselors prior to dropping a course or beginning the withdrawal procedures.
I. Although early admission students are exempt from the payment of registration, textbooks, tuition, laboratory fees and required instructional materials, they may be responsible for additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, online fees and laptops.

X. GENERAL PROVISIONS

A. Dual Enrollment Transfer Guarantees. The parties must be aware of and comply with the Dual Enrollment Transfer Guarantees, which can be found at: https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf and on the attached Appendix D.
B. Continuity and Compliance. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.
C. Individual Identification. The parties shall not use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from the other party.
D. Statutes and Laws The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without

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limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.

E. Amendment. Any amendments or modifications to this Agreement shall require written approval from both parties.

F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice pursuant to Section L below. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for existing students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their enrolled course(s). To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they finish the coursework for the applicable semester.

G. Equal Opportunity. The Parties agree not to discriminate based on state and federal law in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

H. Indemnification. Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement. Both parties' indemnification shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of the either parties' sovereign immunity under Florida Law.

I. Disabilities. Students registered for Dual Enrollment at USF may access services and resources that are available for students with disabilities, which can be found at: https://www.usf.edu/student-affairs/student-accessibility/

J. Dispute Resolution. In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

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K. Public Records. Both parties are subject to public records requirements pursuant to Chapter 119, Florida Statutes. Each shall maintain records and documents associated with this Agreement and shall respond to public records requests in accordance with the requirements of Chapter 119, Florida Statutes.

L. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida:
Brett E. Kemker, Ph.D.
Regional Vice Chancellor and Vice Provost, USF
8350 N. Tamiami Trail Sarasota, FL 34243
Email: kemker@usf.edu

With Copies to:
Office of the General Counsel
Hilary Black
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

With Copy to: (optional)
School District Manatee County
215 Manatee Ave W
Bradenton, FL 34205-9069

M. Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Manatee County, Florida, for the purpose of any action arising out of or relating to

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this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

N. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

O. Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

Q. Entire Agreement. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.

R. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.

S. Personally Identifiable. Information (PII), Students taking a dual enrollment course at a post-secondary site may be required to provide a personal device to access technology for coursework. If the student does not own a personal device and is taking at least one course that requires technology, the School District will work with the post-secondary institution to ensure the student has the support/access to meet the technology requirements of coursework.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

School District Manatee County
Manatee **County, Florida**

By: _____

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

University of South Florida
Board of Trustees, a public body corporate

DocuSigned by:
D05478EB65C6412...

By: _____

Name: Brett E. Kemker, Ph.D.
Title: Regional Vice Chancellor and Vice Provost

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Hilary Black, JD, MPH
Senior Associate General Counsel – University of South Florida

DS

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APPENDIX A

Selecting USF Courses for Dual Enrollment Credit

When selecting USF courses of dual enrollment credit, students and their advisors should consult these two sources for available courses for dual enrollment.

The State of Florida *Dual Enrollment Course High School Subject Equivalency* list:
https://www.fldoe.org/policy/articulation/

The USF course inventory:
https://usfweb.usf.edu/academic-programs/course-inventory

Many USF courses have prerequisites, so students and advisors should always check the course inventory prior to planning a schedule:
Fill in Prefix and Number, scroll down and click SEARCH. Then click on course title.

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APPENDIX B

STANDARDIZED TEST SCORES

For students to be considered for early admission they must have standardized test scores (SAT CLT, and/or ACT) that meet these minimum standards:

SAT: overall 1300, with at least 580 in Critical Reading and 580 in Mathematics
ACT: composite score of 29 with no less than a score of 29 English
CLT: 38 Verbal (V+W) / 16 Quantitative (Q math)

All English and humanities courses require the student to meet the SAT critical reading score of 560 and/or the ACT reading score of 21.

All science and math courses require a minimum SAT math score of 530 and/or ACT math score of 21. Students who wish to take an advanced math course without its prerequisite can do so if they qualify by test score (see chart below).

Course Name	Pre-req courses C or higher	SAT New ST12	ACT	New CPT - AAF Next Gen	CPT College Level - Math
Precalculus Algebra and Trigonometry	MAC 1105	570	24	276	60
Business Calculus	MAC 1105 or MAC 1140 or MAC 1147	610	26	250	78
Life Sciences Calculus I	MAC 1147 or MAC 1114	670	29	280	90
Engineering Calculus I	MAC 1147 or (MAC 1114 and MAC 1140)	670	29	280	90
Calculus I	MAC 1147 or (MAC 1114 and MAC 1140)	670	29	280	90

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Appendix C

PROCESS FOR PUBLIC OR PUBLIC CHARTER SCHOOL STUDENTS TAKING USF COURSES ON A USF CAMPUS OR ONLINE. (Students do not pay for textbooks. The School District pays for textbooks).

- Go to the **USF bookstore website**
- Input your University ID Number in the section labeled "Shop by Student ID"
- On the next page, select the appropriate campus and term
- Look up the required materials for each of your courses
    - Unless noted by the professor, USF allows you to select any new or used book (digital or hard copy); however school districts may stipulate preferred options. Please check with your school counselor to see whether school/district has instructions pertaining to the types of books you should purchase or rent.
    - o Professors sometimes list "suggested" or "recommended" materials; however schools/ districts only pay for required course materials, and students will be billed for the purchase of anything that is not listed as "required."
- Once you have selected all required materials for all of your classes, you should continue to the Order Summary screen.
- At Order Summary, review your order and follow the prompts to checkout.
- You may request home delivery for materials ordered online, but to do so you must pay the delivery charges when you place the order. Books can be picked up at a USF bookstore free-of-charge.
- You will have money assigned to your account to cover the costs of your books and materials. If after you re-enter your University ID during checkout, you find that you are still being prompted to pay, it means that you have exceeded the expected cost of your required texts. Please email both the bookstore managers (**nando@usf.edu** and **k.troyli@follett.com**) for prompt assistance in expanding this allowance as needed.

PROCESS FOR PRIVATE SCHOOL OR HOMESCHOOL STUDENTS TAKING USF COURSES ON A USF CAMPUS OR ONLINE

DON'T GET CHARGED!!!! NOTE: DUAL ENROLLMENT STUDENTS WILL BE BILLED FOR ANY RECOMMENDED MATERIALS THAT THEY ADD TO THEIR CART. ONLY PURCHASE REQUIRED MATERIALS.

- Students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan.
- Students will use the financial aid prepaid accounts for purchase. For questions, please see contacts below.
- The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.

PROCESS FOR PUBLIC SCHOOL STUDENTS TAKING USF COURSES ON THEIR HIGH SCHOOL CAMPUS(Not eligible for Early Admissions)

- Students taking dual enrollment courses on their high school campuses are provided by the school with a copy of the text to use for the semester. Students return their texts at the end of term.
- By June 1, the school district will provide the USF Follett bookstore of the campus in its region with its textbook order for the next year. The bookstore places the order with the publisher.
- When the ordered texts are delivered, the bookstore delivers them to the district office.
  The books remain the property of the school district for reuse in dual enrollment courses.

CONTACT INFORMATION FOR ALL USF BOOKSTORES

USF Tampa Campus	**USF St. Petersburg Campus**	**USF Sarasota-Manatee Campus**
Manager:Scott Christopher Website:USFBookstore.com Email: s.christopher@follett.com	Manager: Bryan Bell Website:USFBookstore.com Email:b.bell@follett.com	Manager: Peter McClain Website: USFBookstore.com Emailp.mcclain@follett.com

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Appendix D

DUAL ENROLLMENT TRANSFER GUARANTEES

The dual enrollment program is an opportunity to take challenging courses and accelerate education opportunities. With hundreds of dual enrollment courses available, there is great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible high school students to simultaneously earn high school core or elective credit and postsecondary credit toward a career certificate, an associate degree, or a baccalaureate degree.

Dual enrollment courses will receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. In addition, dual enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World Languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.

Students should understand, however, that dual enrollment courses are college-level courses, and the amount of work and rigor of content in dual enrollment courses may be much greater than in high school courses. In addition, dual enrollment course grades become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary grade point average. Poor performance in dual enrollment courses may affect university admissions and financial aid. It is important to do well in these courses to realize the benefits of dual enrollment.

Course selection is important for the dual enrollment student since different programs at a college require different courses to complete the certificate or degree. By choosing courses wisely, students can reduce the time it takes to complete a program after high school graduation. Some students are even able to complete their college certificate or degree at the same time they graduate from high school. Students who don't know what they want to study in college should consult with an advisor to consider focusing on completing general education requirements in communications, mathematics, social sciences, natural sciences, and humanities. All degree programs require general education coursework and, while there is some variation from institution to institution, there are general education courses that are common among most, if not all, institutions.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Numbering System course number, and must be treated as though taken at the receiving institution. However, if students do not attend the same college or university where they earned the dual enrollment credit the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through dual enrollment.

July 2012

AGENDA ITEM NO. 11.14

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid for Fire Alarm Inspections and Repairs, SDMC No. 25-0004-MR, Continued Procurement, Estimated in the Amount of $1,500,000.00 (Local Capital Improvement)

Executive Summary
This bid will be utilized for repairs, programming, and inspections, as well as hiring fire tech service personnel on an hourly basis to support fire alarm systems District-wide. This will enable the District to continue to be in compliance with state regulations and fire codes. Upcoming fire alarm system projects in fiscal year 2024-2025 include replacing campus-wide, obsolete fire alarm systems at Gullett Elementary and Palmetto High School (campus-wide fire alarm system replacement was not part of the PHS project budget).

The requested contract is for the period of July 1, 2024, through June 30, 2027. This bid is for a period of three years with the option to renew for two additional one-year periods.

Historical expenditures are as follows:
Fiscal Year 2023-2024 YTD (July 1, 2023 – March 20, 2024): $161,982.34
Fiscal Year 2022-2023: $999,905.05
Fiscal Year 2021-2022: $1,068,828.31

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended as needed throughout the contract period.

The bid is recommended for award to:
Commercial Electrical Systems Company, Sarasota, FL, Florida Document No. G92244.

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

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

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

Recommendation
The Superintendent recommends approval of the bid for Fire Alarm Inspections and Repairs, SDMC No. 25-0004-MR, Estimated in the Amount of $1,500,000.00. (Local Capital Improvement)

Financial Impact
The funding source for this annually estimated expenditure is Local Capital Improvement and is included in the Maintenance, Operations & Central Distribution Warehouse Department budget and is included in the proposed budget for 2024-2025.

Contact
Submitting Department: Maintenance, Operations & Central Distribution Warehouse
Initiated By: Todd Henson

Attachments:
25-0004 tabulation
Contract of award agreement

NOTICE OF INTENT TO AWARD

BID ON FIRE ALARM INSPECTIONS AND REPAIRS, SDMC No. 25-0004-MR

CONTRACT PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2027

BOARD APPROVAL ON APRIL 23, 2024

TABULATION OF BID ON FIRE ALARM INSPECTIONS AND REPAIRS, SDMC No. 25-0004-MR

Proposals Due: 3:00 p.m., Monday, March 18, 2024

Bidder's Name	A. FIRE ALARM REPAIR TECHNCIAN		B. FIRE ALARM PROGRAMMING TECHNCIAN	
	1. Hourly Rate Standard	2. Hourly Rate Non- Standard	3. Hourly Rate Holidays	4. Hourly Rate Non- Standard
Cintas Corporation No. 2	$150.00	$225.00	$150.00	$225.00
Commercial Electrical Systems Co	**$95.00**	**$120.00**	**$95.00**	**$120.00**
Integrated Fire and Security Solutions, Inc.	No Bid	No Bid	$150.00 (1)	$225.00 (1)

Bidder's Name	C. INSPECTION TECHNCIAN	
	5. Hourly Rate Standard	6. Hourly Rate Non- Standard
Cintas Corporation No. 2	$150.00	$225.00
Commercial Electrical Systems Co	**$70.00**	**$90.00**
Integrated Fire and Security Solutions, Inc.	$115.00	$172.50

TABULATION OF BID ON FIRE ALARM INSPECTIONS AND REPAIRS, SDMC No. 25-0004-MR

Proposals Due: 3:00 p.m., Monday, March 18, 2024

Bidder's Name	D. MATERIALS		E. SUBCONTRACTED SERVCICES MATERIALS
	7. Percentage Markup- Repair Parts and Miscellaneous Repair Materials		8. Percentage Markup-Subcontracted Services (maximum of 10% markup)
	Discount Off of Catalog Price	Cost Plus	
Cintas Corporation No. 2		10%	10%
Commercial Electrical Systems Co	**40%**		**10%**
Integrated Fire and Security Solutions, Inc.	10%		10%

Bidder's Name	E. RENTAL OF EWUIPMENT
	9. Percentage Markup- Equipment Rental (maximum of 10% markup)
Cintas Corporation No. 2	10%
Commercial Electrical Systems Co	**10%**
Integrated Fire and Security Solutions, Inc.	10%

NOTES:

1) Notifier and Silent Knight

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

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

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0004-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Commercial Electrical Systems Company (Contractor).

1. **THE WORK**

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

BID TITLE, FIRE ALARM INSPECTIONS AND REPAIRS **SDMC No.** 25-0004-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from July 1, 2024 through June 30, 2027. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

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

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

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

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

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

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

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

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

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

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

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

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

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

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

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

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

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

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

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

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

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

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

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

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

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

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

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

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

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

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

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

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

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

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 516270

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by 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.

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

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

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

If to Contractor:	Commercial Electrical Systems Co. 4415 Independence Ct. Sarasota, FL 34234
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

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

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

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

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

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Commercial Electrical Systems Co. CONTRACTOR/COMPANY NAME	4415 Independence CT Sarasota, FL 34234 ADDRESS
PHONE 941-358-3303	EMAIL bradleyd@ces-co.com
TYPE OR PRINT NAME Bradley DiTaranto	TITLE VP
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

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

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: February 12, 2024**	
TITLE: Fire Alarm Inspections and Repairs	**NUMBER: 25-0004-MR**	**SUBMITTAL DEADLINE: March 18, 2024**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: March 4, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Contractor License
- ☐ EOM Certification from Trane or Daikin Applied
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

This bid is intended to establish an hourly rate per technician for fire alarm inspect, service, repair, replace/install and programming on an "as need basis". The work under this specification consists generally, but not limited to, furnishing the necessary labor, equipment and materials to complete said task.

Note: Contractor shall comply with National Fire Protection Association NFPA 72 National Fire Alarm Code current edition, as well as all Federal, State and Local codes.

Specifications and the quality standards of service set forth in this bid.

CONTRACT ESTIMATED VALUE

It is anticipated that the total dollar amount the district could expend, as a result of any contract award, is estimated at approximately $500,000.00 per total per year, excluding renewal options. This is only an estimate and actual volume could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.

6**. Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all licensing, permits, labor, supervision, technical expertise, consultation and/or troubleshooting, tools, fuel, travel, equipment, materials delivered and installed pertinent to the scope of work to be done as per bid specifications.

All items removed during any work performance under this contract are the property of the School District. The District shall determine which items are to be salvaged. Care must be taken to insure salvaged items are not damaged. It shall be the contractor's responsibility for removal and proper disposal of items other than salvaged equipment.

Contractor must define process and requirements for quoting of jobs.

INSPECTIONS:

Contractor shall comply with National Fire Protection Association NFPA 72 National Fire Alarm Code current edition, as well as all Federal, State and Local codes. In addition to NFPA 72 inspection code 100% of all smoke detectors shall be cleaned and tested.

EXPERIENCE AND QUALIFICATIONS:

The contractor must have at least 3 years' experience in Fire Alarm Services. Each bidder submitting a bid certifies that they possess a current certificate/competency and/or license issued by the State of Florida. Bidders shall submit a photocopy of their license upon request.

LABOR/REPAIR/STANDARD HOURS/NON-STANDARD HOURS:

Service calls will be dispatched to the Contractor through the managers or designee from the Building Department. The Contractor shall respond to the facility requiring emergency service no later than (2) hours from the time of notification, unless otherwise notied. Also, response to request for quotations for projects must be no later than forty-eight (48) hours. If the Contractor cannot meet these requirements, the SDMC has the right to go to the next low bidder to meet the work schedule.

Standard hours/non-standard hours: All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior authorization from the representative of the Mechanical Systems Department. The Contractor may elect to perform work after standard working hours and incur any additional expense.

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All repairs shall be performed using a time and materials basis. Contractor must provide written cost of repairs to project manager for authorization to proceed.

All invoices shall be billed on a discount off catalog or cost-plus basis **except during a declared disaster (no mark-up permitted).**

PARTS AND MATERIAL:

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 10% percent mark-up. A mark-up on sales tax will not be allowed. The Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted upon request from SDMC. Replacement motors will be made on a percentage markup from manufacture price list or wholesale price from the supply.

Minor consumables will be included in hourly rates: Contractor shall be responsible for minor consumable items such as tape (all types) , cable ties, staples, assorted nails, fasteners, screws and bolts, caulk, glues, lubricants, cleaners, rags, wire nuts, wire, rope, tarps etc. SDMC shall not provide separate payment for these items. The cost for these items must be included in hourly rates.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC. Invoices will be spot-checked and verified through a quote procedure to verify that the SDMC is receiving the best possible pricing for these products.

The SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by the SDMC.

INSPECTION:

The contractor shall notify the assigned School District's Project Manager of job progress and make arrangements for District inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved. Required inspections will be outlined in the scope of each job or at pre-construction meeting. A minimum of 24 hours notice to School District must be provided for each inspection.

Completion of contract shall be defined as final inspection and subsequent sign-off by inspector/project manager, on all work as satisfactory and acceptable to the School District.

CORRECTION OF WORK:
The contractor shall promptly correct all work rejected by the School District as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the District's additional services made necessary thereby.

WARRANTY:
Contractor shall warrant all materials and related accessories to be free from defects in material and/or workmanship under normal use and service for a period of at least one year from acceptance of installation by School District, and if any part of the work shall fail within this period, it shall be replaced and unit restored to operation at no cost to the District.

RENTAL EQUIPMENT:
On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. **A maximum of 10% mark-up will be allowed.** A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:
School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.

A. FIRE ALARM REPAIR TECHICIAN- STANDRD SYSTEMS, CHECK ALL THAT APPLY:

Edward Systems Technology E.S.T. _____ Notifier _____
Siemens Cerberus (Pyrotronics) _____ Simple _____Silent Knight_____

Trane		**Daikin Applied**	
ITEM NUMBER	DESCRIPTION		HOURLY RATE
1.	**REPAIR TECHICIAN**: standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.		$
2.	**REPAIR TECHICIAN**: non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.		$

B. FIRE ALARM PROGRAMMING TECHICIAN- STANDRD SYSTEMS, CHECK ALL THAT APPLY:

Edward Systems Technology E.S.T. _____ Notifier _____
Siemens Cerberus (Pyrotronics) _____ Simple _____Silent Knight_____

3.	**PROGRAMMING TECHICIAN:** non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
4.	**PROGRAMMING TECHICIAN:** standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$

C. INSPECTION TECHICIAN- STANDRD SYSTEMS, CHECK ALL THAT APPLY:

Edward Systems Technology E.S.T. _____ Notifier _____
Siemens Cerberus (Pyrotronics) _____ Simple _____Silent Knight_____

5.	**INSPECTION TECHICIAN**: standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
6.	**INSPECTION**: non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$

D. <u>MATERIALS</u> **STANDRD SYSTEMS, CHECK ALL THAT APPLY:** **Edward Systems Technology E.S.T. _____ Notifier _____** **Siemens Cerberus (Pyrotronics) _____ Simple _____Silent Knight_____**		DISCOUNT OFF OR MARK UP
7.	Materials are to be billed at DISCOUNT OFF OF CATLAOG PRICE. Include an allowed for overhead and profit. Where applicable, A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **OR** _____ % **Cost Plus Maximum 15% Markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
8	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
9.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 7. KEY EVENTS & DATES

KEY EVENTS & DATES

February 12, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
March 4, 2024	Questions/Clarifications due
March 6, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
March 18, 2024	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*March 21, 2024	The **evaluation meeting (if required)** will be held virtual via "Teams" scheduled for March 21, 2024. Additional information will be posted if an evaluation meeting is needed.
*On or About April 3, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*April 23, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON FIRE ALARM INSPECTIONS AND REPAIRS, SDMC No. 25-0004-MR

CONTRACT PERIOD: JULY 1, 2024 THROUGH JUNE 30, 2027

BOARD APPROVAL ON APRIL 23, 2024

TABULATION OF BID ON FIRE ALARM INSPECTIONS AND REPAIRS, SDMC No. 25-0004-MR

Proposals Due: 3:00 p.m., Monday, March 18, 2024

Bidder's Name	A. FIRE ALARM REPAIR TECHNCIAN		B. FIRE ALARM PROGRAMMING TECHNCIAN	
	1. Hourly Rate Standard	2. Hourly Rate Non- Standard	3. Hourly Rate Holidays	4. Hourly Rate Non- Standard
Cintas Corporation No. 2	$150.00	$225.00	$150.00	$225.00
Commercial Electrical Systems Co	**$95.00**	**$120.00**	**$95.00**	**$120.00**
Integrated Fire and Security Solutions, Inc.	No Bid	No Bid	$150.00 (1)	$225.00 (1)

Bidder's Name	C. INSPECTION TECHNCIAN	
	5. Hourly Rate Standard	6. Hourly Rate Non- Standard
Cintas Corporation No. 2	$150.00	$225.00
Commercial Electrical Systems Co	**$70.00**	**$90.00**
Integrated Fire and Security Solutions, Inc.	$115.00	$172.50

TABULATION OF BID ON FIRE ALARM INSPECTIONS AND REPAIRS, SDMC No. 25-0004-MR

Proposals Due: 3:00 p.m., Monday, March 18, 2024

Bidder's Name	D. MATERIALS		E. SUBCONTRACTED SERVCICES MATERIALS
	7. Percentage Markup- Repair Parts and Miscellaneous Repair Materials		8. Percentage Markup-Subcontracted Services (maximum of 10% markup)
	Discount Off of Catalog Price	Cost Plus	
Cintas Corporation No. 2		10%	10%
Commercial Electrical Systems Co	**40%**		**10%**
Integrated Fire and Security Solutions, Inc.	10%		10%

Bidder's Name	E. RENTAL OF EWUIPMENT
	9. Percentage Markup- Equipment Rental (maximum of 10% markup)
Cintas Corporation No. 2	10%
Commercial Electrical Systems Co	**10%**
Integrated Fire and Security Solutions, Inc.	10%

NOTES:

1) Notifier and Silent Knight

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Commercial Electrical Systems Co.

TELEPHONE NUMBER: 941-358-3303

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

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

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

Title 2 —Grants and Agreements

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

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

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

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

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

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

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

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

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

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

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

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

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

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

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

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

AGENDA ITEM NO. 11.15

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of East County K-8 - Agreement Between Owner and Tampaview, LLC dba Multivista Tampa, in the Amount of $60,000.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Tampaview, LLC dba Multivista Tampa, which will provide photographic as-built documentation of all scheduled underground utilities, interior and exterior building systems, and components, in accordance with scheduled milestones to cover all project conditions to completion.

East County K-8 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 East County K-8 - Agreement Between Owner and Tampaview, LLC dba Multivista Tampa, in the amount of $60,000.00. (Capital Funds)

Financial Impact
The fee for Tampaview, LLC dba Multivista Tampa Services at East County K-8 is $60,000.00 and is included in the total project budget of $105,609,281.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
East County K-8 School Summary Sheet
East County K-8 Multivista PS Agreement

EAST COUNTY K-8

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	HKS Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Company	Selected through the Professional Services Selection proces
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's continuing contracts list.

PROJECT BUDGET:	$	105,609,281.00	February 12, 2024
	$	96,949,440.00	Original Project Budget

HISTORY: A new elementary/middle school is needed to service students in east county, as there is significate growth in the area. This new school will alleviate capacity issues at Gullett Elementary and Mona Jain Middle Schools.

SCOPE: Construct a new K8 school containing 1,692 student stations on a 40 acres site located in East Manatee County.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 23, 2023	Approved	Selection Process
Agreement:	4,598,600.00	July 25, 2023	Approved	Architectural/Engineering Services
A/E 1st Letter:	$0	Date		
Phase I Plans:	$0	Date		
Ed Specs:	$0	Date		
A/E 2nd Letter:	$0	Date		
Phase III Plans:	$0	Date		
Phase II Plans:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$4,598,600.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 23, 2023	Approved	Section Process
Agreement:	288,540.00	July 25, 2023	Approved	Pre-Construction
Amend #1:	10,705,085.00	March 19, 2024	Approved	Partial Guaranteed Maximum Price
CO 1:	$0	Date		DMP Materials
CO 2:	$0	Date		DMP Sales Tax Savings
Substantial Comp:	$0	Date		*Description & Actual Date*
TOTAL	$10,993,625.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	323,500.00	December 12, 2023	Approved	Plans Review, Permitting & Inspection Svcs
TOTAL	**$323,500.00**			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Owner Services:	60,000.00	April 23, 2024	Pending	Professional Services Agreement
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$60,000.00			

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, (Owner) and TAMPAVIEW, LLC dba MULTIVISTA TAMPA, a Florida corporation, (Consultant), whose address is 3284 MEDLOCK BRG. RD. BLDG. B-2 (100) PEACHTREE CORNERS, GA. 30092. Consultant is prequalified by Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

WITNESSETH, that Owner and Consultant in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Consultant shall perform and render all services as described and in furtherance of the following:

CONTRACT #:	CON# **428**
PROJECT NAME:	East County K-8 Prototype
LOCATION:	Uihlein and Academic Road Bradenton, Florida Manatee County, Florida
PROJECT BUDGET:	$105,609,281.00
SERVICES:	Provide photographic documentation of all scheduled underground utilities, interior and exterior building systems and components in accordance with scheduled milestones to cover all project completion.

2. **Effective Date and Work Term:** For the purposes of this Agreement, the Effective Date shall be the date upon which the Agreement is executed by Owner. Consultant's obligation to perform the Work shall commence on the date indicated in the Notice to Proceed issued by Owner's Representative and will terminate upon Final Completion and acceptance and final payment by Owner.

3. **Compensation:** Owner has authorized an amount not to exceed **$60,000.00** which shall constitute the maximum amount due under this Agreement to Consultant for services rendered. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4. **Proposal:** In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Proposal, the provisions contained within the body of this Agreement shall prevail.

5. **Payment Terms:** Owner shall comply with the Local Government Prompt Payment Act (Sections. 218.70-218.80, Florida Statutes) for all payments pursuant to this Agreement.

Unless otherwise required by the Local Government Prompt Payment Act, invoices shall be paid by Owner net 30 days. Invoices must include the contract number prominently displayed in order to receive payment. Payments will be made only to Consultant.

6. **Standard of Care:** Consultant shall be responsible to Owner for the acts and omission of Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by Consultant, or are otherwise wrongful or unlawful. The Work shall be completed in accordance with any applicable Federal, State, County, or City laws, orders, codes, ordinances or amendments that may be in existence.

7. **Safety & Security:** Consultant agrees, for both itself and all of its Sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at Owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.

8. **Prohibition Against Contingent Fees:** By signing this Agreement, Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9. **Truth-In-Negotiation:** If this Agreement involves a lump-sum or cost-plus-a-fixed-fee over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, by signing this Agreement, Consultant certifies in accordance with Section 287.055, Florida Statutes, that the wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. Owner and Consultant further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the Agreement.

10. **Substantial Completion:** The term "substantial completion" shall mean that the Work is sufficiently completed in accordance with the Agreement, so that Owner can occupy or utilize the completed product or project or designated portions thereof for the use for which it is intended, as expressed in the Agreement.

11. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The Work is substantially complete.
    b. The issuance of a completion certificate by Owner's Representative.
    c. Owner takes possession of all of Consultant's work product and other deliverables related to the Work.

12. **Termination for Cause:** Consultant shall be considered in material breach of this Agreement and such breach will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to begin the Work under the Agreement within the time specified; (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors; (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaching this Agreement. Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party must provide written notice of the material breach and a seven (7) day cure period. Payments made to Consultant or recoveries by Owner under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, Owner may unilaterally terminate this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Consultant in conjunction with this Agreement.

13. **Termination for Convenience:** Upon not less than 7 days advance written notice, Owner may terminate this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, Consultant shall be entitled to payment and profit for services completed to the time of termination only together with any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on services not required to be performed, or attorneys' or legal fees and costs. Owner, in its sole and reasonable discretion shall determine the percentage of Work completed. Upon termination as set forth herein, Consultant shall deliver to Owner all documents including all papers, plans, records, files, drawings, calculations, models and other materials in Consultant's possession or control arising out of or relating to this Agreement. All such documents submitted to Owner at the time of termination may be used by Owner for the purpose of completing the Work and other purposes set forth in this Agreement. Consultant may terminate this Agreement upon not less than 7 days advance written notice to Owner, which identifies the specific reason for termination, should Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of Consultant. Owner and Consultant may terminate this Agreement by mutual written agreement.

14. **Compliance with the Public Records Act:** By entering into this Agreement, Consultant acknowledges that the portion of its books and records related to this Agreement with Owner may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Consultant is performing services on behalf of Owner, Consultant shall:

    a. Keep and maintain public records required by Owner to perform pursuant to the Agreement.
    b. Upon request from Owner's custodian of public records (identified below), provide

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

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

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

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

15. **Minority, Small, and Women Owned Business**: Owner encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Consultant agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities.

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

17. **Governing Law and Venue:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Notwithstanding the foregoing, any

controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall first be submitted to non-binding arbitration before the American Arbitration Association. Should the parties be unable to resolve any dispute through non-binding arbitration, the parties agree that venue shall then lie exclusively with the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

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

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

20. **Input and Interpretation:** Each party has had equal input into the drafting of this Agreement and in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Consultant or Owner, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

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

If to Consultant:	Tampaview, LLC dba Multivista Tampa Attention: Rob Tanagho 3284 Medlock Brg. Rd., Bldg. B-2 (100) Peachtree Corners, GA 30092
If mailed to Owner:	The School District of Manatee County, Florida Attention: Superintendent P.O. Box 9069 Bradenton, Florida 34206
If hand-delivered to Owner:	The School District of Manatee County, Florida Attention: Superintendent 215 Mantee Avenue West Bradenton, Florida 34205

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

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

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

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

25. **Employment Eligibility Verification (E-VERIFY):** By entering into this Agreement, Owner and Consultant understand and agree to comply with the provisions of Section 448.095, Florida Statutes. Consultant affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide Consultant with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Consultant shall maintain a copy of all such affidavits for the duration of the Agreement.

    Consultant verifies its compliance with the E-Verify System by listing its E-Verify System Number on this Agreement; or by signature and submission of this Agreement, Consultant asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by Section 448.095, Florida Statutes.

    The Consultant will require all subcontractors who work on this Agreement to use the E-

Verify System for any subcontracted employees hired during this Agreement. The Consultant will verify subcontractor's compliance with an affidavit stating whether the subcontractor uses the E-Verify System as evidenced by subcontractor's E-Verify System Number or that the subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Consultant will maintain and provide the subcontractor's affidavits to Owner on request during this Agreement.

Termination: With good faith belief that the Consultant knowingly violated this section, Owner will terminate the Agreement. Further, with good faith believe that the subcontractor knowingly violated this section, Owner will promptly notify the Consultant and the Consultant will immediately terminate the Consultant's contract with the subcontractor. If this Agreement is terminated for noncompliance with these E-Verify provisions, such termination is not a breach of contract and may not be considered as such.

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

CONSULTANT E-VERIFY NUMBER: 1224563

26. **Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Consultant certifies that Consultant will comply with the record retention requirements detailed in 2 CFR §200.334. Consultant further certifies that Consultant will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

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

contrary, if any provision of this Agreement or its incorporated exhibits obligates the Owner to indemnify the Consultant, Owner's obligation to indemnify the Consultant shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

28. **Insurance:** Within 10 days after the Effective Date of this Agreement, Consultant shall, at Consultant's sole expense, procure, maintain and keep in force the following amounts and types of insurance:

a. Professional liability insurance with coverage for the acts and omissions, including any negligent act, error, mistakes, or omission in rendering or failing to render professional services described in this Agreement, in the amount of $1,000,000.00 with an aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self- insured retention of $25,000.00.

b. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, if required.

c. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.

d. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

e. If policy is on a "CLAIMS MADE" basis, Consultant's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

f. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

g. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

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

29. **Compliance with Jessica Lunsford Act:** Consultant shall comply with the Jessica Lunsford Act (JLA). Consultant shall comply with Sections 1012.465, 1012.467,

1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Consultant and Consultant's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Consultant hereby indemnifies and holds harmless the Owner for any claims made against the Owner related to the failure of Consultant to Consultant's personnel to comply with any of the laws referenced in this paragraph or related to Consultant's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

31. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Consultant that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Consultant further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Consultant further understands that this Agreement with Owner for goods or services of any amount may be terminated at Owner's option if Consultant (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

32. **Representatives:** The following individuals shall serve as each party's respective representative and are hereby authorized by their respective party to administer this

Agreement on behalf of the respective party:

Consultant: Rob Tanagho, as Managing Partner
Owner: Regi Goff, as Assistant Director

33. **Entire Agreement:** This Agreement and its Exhibits constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and Owner shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

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

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

36. **Authority to Execute:** The individual executing this Agreement on behalf of the Consultant is duly and fully authorized to execute this Agreement on behalf of the Consultant and to bind the Consultant to each and every condition and covenant of the Agreement.

SIGNATURES:

CONSULTANT:

	4/5/24
Signature	Date
Rob Tanagho	Managing Partner
Type or Print Name	Title
Multivista Tampa / Tampaview, LLC	(310) 741-7015
Business/Company Name	Phone
3284 Medlock Brg. Rd., Bldg. B-2 (100)	N/A
Address	Fax
Peachtree Corners, GA 30092	rob.tanagho@multivista.com
City, State, Zip	Email

OWNER:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Regina Scott (Apr 5, 2024 17:19 EDT)	04/05/2024
Project Director	Date
Regina Scott (Apr 5, 2024 17:19 EDT)	04/05/2024
Interim Director	Date
Legal Counsel (approved as to form and legal content)	Date
Joseph A. Ranaldi Joseph A. Ranaldi (Apr 9, 2024 07:42 EDT)	04/09/2024
Deputy Superintendent (Projects Under $25,000.00)	Date
Superintendent (Projects Under $50,000.00)	Date
Board Chair (Projects Over $50,000.00)	Date

Tampaview, LLC dba Multivista Tampa

3284 Medlock Brg Rd, Bldg B-2 (100), Peachtree Corners, GA 30092

310-741-7015

rob.tanagho@multivista.com www.multivista.com

RECEIVED
MAR 19 2024
Dept. Construction Services

PROJECT QUOTE & AGREEMENT

CLIENT

Name: School District of Manatee County

Address: _____

_____

T: _____ F: _____

E: _____

PROJECT

Name: East County K-8 Prototype

Description/Type: _____

Location: _____

_____

Size (SQFT): 263,000

Start Date: 04/01/2024

Tampaview, LLC dba Multivista Tampa ("MULTIVISTA") is pleased to provide School District of Manatee County ("CLIENT") with Multivista documentation services for the East County K-8 Prototype Project in accordance with the Scope and Terms listed in this document and in the accompanying RIDER: Multivista Project Quote Terms and Conditions.

BILLING / INVOICING CONTACT

Name/Title: _____

Company: _____

Address: _____

_____

T: _____ F: _____

E: _____

SITE / FIELD CONTACT

Name/Title: _____

Company: _____

Address: _____

_____

T: _____ F: _____

E: _____

PHOTOGRAPHIC DOCUMENTATION

For complete definitions of all shoot types and scope, please see attached Rider.

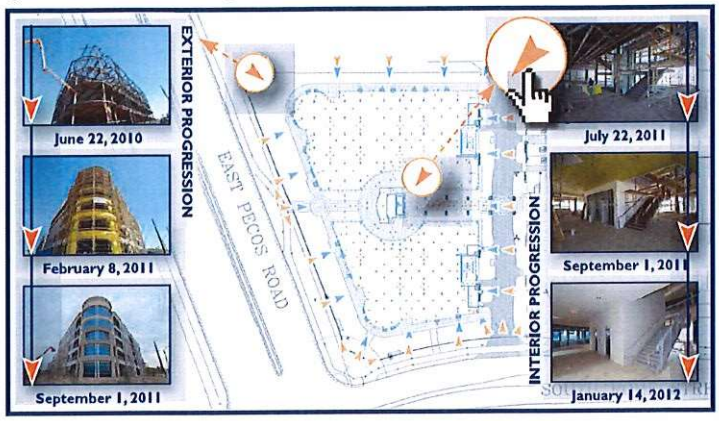
PROGRESSIONS

Progressions shoots occur at regular intervals, following the same shoot path each time, to capture the progress of your project over time.

☑ **Exterior**
Exterior Progressions capture the exterior progress of your building, beginning at substantial structural framing.

Max # of Shoots: 14
Frequency: Monthly

☑ *See Exhibit A for Notes*



☑ **Interior**
Interior Progressions capture the interior progress of your project. Shoots begin at substantial interior framing for each building, floor, section or area.

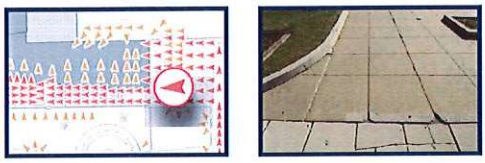
Max # of Shoots: 5
Frequency: Frame to finish

☑ *See Exhibit A for Notes*

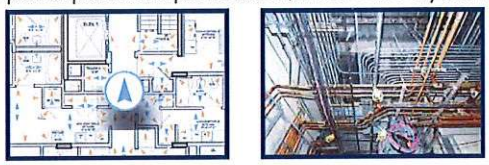
EXACT-BUILT® SHOOTS

Exact-Built® shoots are designed to capture specific milestones of your projects in great detail.

☐ **Site-Survey** ☐ *See Exhibit A for Notes*
Comprehensive documentation of all surrounding streets, curbs, sidewalks, landscaping, parking areas, existing structures and neighboring facilities.

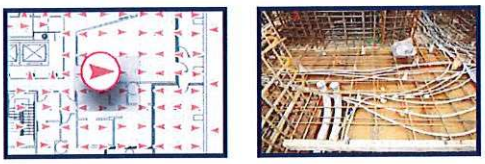


☑ **MEP** ☑ *See Exhibit A for Notes*
Mechanical, electrical, plumbing (MEP) and all other systems in walls and ceilings are documented post-inspection and pre-insulation, sheet rock or drywall installation.

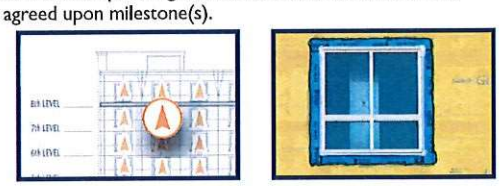


☐ **MEP+** *Multivista® PLUS upgrade with Site-Walk 360°™*

☑ **Pre-Slab** ☑ *See Exhibit A for Notes*
Capture the pre-slab rough-ins prior to pouring.



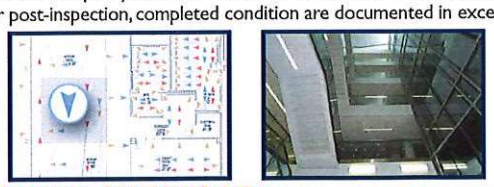
☑ **Elevation** ☑ *See Exhibit A for Notes*
Door, window and waterproofing conditions of the exterior skin are captured at agreed upon milestone(s).



☐ **Existing Condition** ☐ *See Exhibit A for Notes*
Takes place at any point in time that you specify to capture the project, or a component thereof, in its exact current condition.



☑ **Finished Interior** ☑ *See Exhibit A for Notes*
At Certificate of Occupancy or other "finished" milestone, all walls, ceilings and floors in their post-inspection, completed condition are documented in exceptional detail.



☐ **FINISHED INTERIOR+** *Multivista® PLUS upgrade with Site-Walk 360°™*

☑ **"You Name It"**
Custom Exact-Built that you design to meet your project's specific needs.

1. Underground Progress 2. Roofing Progress 3. 4.

☑ *See Exhibit A for Notes*

SLIDESHOWS

Slideshows are an included service for all project scopes that include Photographic Documentation. They provide an "executive summary" or overview of your project that is useful for marketing as well as allowing lenders, consultants, committees and executives to quickly review the overall construction. Slideshows can also house photographs taken by the client's project team.



MULTIVISTA BIM INTEGRATION

MULTIVISTA SHOOT TYPES & FLOORPLANS

1. _____ # of floorplans ____
2. _____ # of floorplans ____
3. _____ # of floorplans ____
4. _____ # of floorplans ____
5. _____ # of floorplans ____
6. _____ # of floorplans ____

BIM SOFTWARE

- ☐ Autodesk® Revit®
- ☐ Autodesk® Navisworks®

MULTIVISTA VIDEO

Hours scheduled on-site: _____

# of videographers: _____

@ $/Hour: _____

MULTIVISTA VIDEO SHOOTS

1. _____
2. _____
3. _____
4. _____





Applications & Examples

- **Facility Management:** Operations & Maintenance
- **Training:** Safety
- **Construction:** Wall Tilt-Up
- **Inspections:** HVAC / MEP / Inspection
- **Events:** Groundbreaking

MULTIVISTA WEBCAM

Camera 1. Select ☐ PoE ☐ Cellular ☐ Solar — Duration: Months

Camera 2. Select ☐ PoE ☐ Cellular ☐ Solar — Duration: Months

Camera 3. Select ☐ PoE ☐ Cellular ☐ Solar — Duration: Months

Camera 4. Select ☐ PoE ☐ Cellular ☐ Solar — Duration: Months

Connections to be arranged by: ☐ MULTIVISTA ☐ CLIENT

MULTIVISTA'S COMPLETE WEBCAM SOLUTION INCLUDES:

- **Access 24/7/365**
- **Mobile Access**
- **Live Streaming**
- **HI-DEF Imagery**
- **Time Lapse Photo & Video Generator**
- **Hosting for Unlimited Users**

- 2 Types of Web Cameras.
- Slideshow & Video of Jobsite Progress*.
- Automated Static Image Archive.
- On-Demand Snapshot Tool.
- View Project Feed Via Your Own Website.
- Easy Access.
- Intuitive Control.
- Onsite Camera Setup & Integration.
- Camera System Monitoring.
- Secure Hosting of Webcam Footage.

*Live stream not archived, only static captures.

Fixed Dome Cameras:



PTZ Dome Cameras:



PRICING

Pricing below is inclusive of all services comprising the scope of this Project Quote.

DOCUMENTATION PRICE

Photographic:	$ 60,000.00
BIM Integration:	
Video:	
Webcam:	
Documentation Price:	$ 60,000.00

TOTAL PRICE

Documentation Price:	$ 60,000.00
Sales Tax: (0.00%)	
Travel:	
Reimbursable Expenses:	$ 0.00
Total Price:	$ 60,000.00

ADJUSTED TOTAL PRICE

Total Price:	$ 60,000.00
Longterm Hosting:	
Add/Alternate(s):	
Adjusted Total Price:	$ 60,000.00

The Price will be invoiced as follows:
Setup Fee $ 12,000.00 + (Monthly Invoice $ 3,000.00 x 16 Months)

ADD/ALTS

			INITIALS
1. _____ Description:	Visits / Hours: _____	Price: _____	_____
2. _____ Description:	Visits / Hours: _____	Price: _____	_____
3. _____ Description:	Visits / Hours: _____	Price: _____	_____
4. _____ Description:	Visits / Hours: _____	Price: _____	_____
5. _____ Description:	Visits / Hours: _____	Price: _____	_____

REIMBURSABLE EXPENSES

Multivista will be reimbursed for actual expenses incurred plus 0 percent (0.0%) for those expenses that are directly related to the Project. Validation of all such expenses will be provided with invoicing. Expenses that are reimbursable include, but are not limited to, reproductions, printing costs, deliverables/parcels and project-specific insurance where the insurance needs exceed Multivista's standard liability policy limits.

For this Project, reimbursable expenses are estimated to be: $ 0.00 ☐ *See Exhibit A for details*

ACCEPTANCE

Multivista will perform all work per the agreed upon scope of services and their Terms and Conditions, contained herein and in the accompanying RIDER to this Project Quote and Agreement. Upon acceptance of this Project Quote and the accompanying RIDER, Multivista will diligently pursue its work until the completion of this project, consistent with the above-referenced scope of services. Your acceptance of this Project Quote constitutes your authorization and direction to Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Project Quote at any time before acceptance of the Project Quote and all terms and conditions contained herein and in the accompanying RIDER or if work has not commenced within ninety (90) days of acceptance.

The foregoing Project Quote is accepted by:

Tampaview, LLC dba Multivista Tampa

_____
Sign:
Print: Rob Tanagho
Date:

School District of Manatee County

_____
Sign:
Print:
Date:

EXHIBIT A

Exterior Progressions

Captures monthly progress from the same perspectives every month of 360 degrees of each building's envelope progress

Interior Progressions

Beginning at new framing, five (5) 360 degree immersive captures per room /area documenting progress along the critical path on each capture from framing thru finish . As an alternative, Multivista's 2D traditional progress of walls and ceilings can be substituted.

Site-Survey

N/A

MEP

All final in-wall and above ceiling rough-ins prior to cover-up of both the renovation and new construction spaces.

Pre-Slab

Pre-Slab Exact-Built of all structural slabs, both slab on grade and elevated slabs, after installation of the underground utilities, waterproofing and rebar, just prior to placing concrete

Elevation

3 shots per window/area with 2 options: to either document the waterproofing and installation of each window *OR* to document the exterior skin and envelope waterproofing system after installation of windows. Desired stages to be defined by project team

Existing Condition

N/A

Finished Interior

Exact record of all floors, walls and ceilings within each finished unit and public areas.

"You Name It"

Underground Exact Built: Once per week during the heavy UG portion of the project, GPS indexed photos of any new UG infrastructure to include water mains and lines will be captured at every 6-8 feet of construction.

Roofing progression: Via drone, aerial progress of the new roof installation

Additional Notes

AGENDA ITEM NO. 11.16

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid on Fuel and Diesel Exhaust Fluid Delivery Services, SDMC No. 24-0109-KD, Estimated in the Amount of $500,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid for fuel and diesel exhaust fluid delivery services to establish provider(s) of fuel and diesel exhaust fluid (DEF) delivery services on a scheduled and as needed basis for the School District of Manatee County. Services are to include "wet fueling" vehicles/equipment directly from the fuel delivery vehicle at designated locations.

The District intends to implement remote fueling of ten (10) buses at Parrish Community High School. This site does not currently house fuel tanks, therefore "wet fueling" will be completed on these vehicles. DEF will also need to be added to these vehicles. The District will request scheduled fueling of these vehicles as determined. The District may modify the number of vehicles, location(s), type of vehicle/equipment, and product(s) purchased throughout the contract period.

The District received one (1) response to this solicitation and negotiated the contract term to fit the needs of the District. Copies of the bid documents are on file in the Purchasing Department.

This bid is recommended for award to:
- Palmdale Oil Company, LLC, Palm Beach Gardens, Florida, Florida Document No. L23000201462
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of April 24, 2024 through June 30, 2025, with two additional one (1) year renewals through June 30, 2027.

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

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

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

Recommendation
The Superintendent recommends approval of the bid on Fuel and Diesel Exhaust Fluid Delivery Services, SDMC No. 24-0109-KD, estimated in the amount of $500,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General and other District funds as needed and is included in the approved budgets for 2023-2024.

Contact
Submitting Departments: Transportation and Vehicle Maintenance
Initiated By: Jamie Warrington

Attachments:
240109t
240109 Contract of Award Agreement Palmdale with Exhibits

NOTICE OF INTENT TO AWARD

BID ON FUEL AND DIESEL EXHAUST FLUID DELIVERY SERVICES, SDMC NO. 24-0109-KD

CONTRACT PERIOD: APRIL 24, 2024 - JUNE 30, 2025

AWARDED BOARD APPROVAL ON APRIL 23, 2024

Tabulation of Bids on Fuel and Diesel Exhaust Fluid Delivery Services, SDMC No. 24-0109-KD

Bids Due: 3:00 p.m., Tuesday, April 2, 2024

BIDDER NAME	Palmdale Oil Company, LLC	
Bid Item	Fees per Gallon	Notes
Regular Unleaded Gasoline - 87 Octane		
Fixed Fee Per Gallon	0.52000	
Federal LUST	0.00100	
Federal Oil Spill (Federal Environmental Fee)	0.00557	
Florida Excise Tax (State Gasoline Road Tax)	0.21000	
Florida Pollution Tax	0.02071	
Florida Coastal Protection Tax	0.00125	
Manatee County Tax	0.21400	
Total Fees Per Gallon	0.97253	
Diesel Fuel No. 2 - Ultra Low Sulfur		
Fixed Fee Per Gallon	0.52000	
Federal LUST	0.00100	
Federal Oil Spill (Federal Environmental Fee)	0.00619	
Florida Excise Tax (State Diesel Road Tax)	0.21000	
Florida Pollution Tax	0.02071	
Florida Coastal Protection Tax	0.00000	
Manatee County Tax	0.16400	
Total Fees Per Gallon	0.92190	
Diesel Fuel No. 2 -Red Dye - Ultra Low Sulfur		
Fixed Fee Per Gallon	0.52000	
Federal LUST	0.00100	
Federal Oil Spill (Federal Environmental Fee)	0.00619	
Florida Excise Tax (State Diesel Road Tax)	0.00000	
Florida Pollution Tax	0.02071	
Florida Coastal Protection Tax	0.00000	
Manatee County Tax	0.00000	
Total Fees Per Gallon	0.54790	
Other Fees		
Pump Off Fee	0.00000	
Base Fuel Surcharge	0.00000	
HAZMAT Fee	0.00000	
Diesel Exhaust Fluid (DEF)	**Fixed Fee Markup Per Gallon**	
Delivery/Remote Fueling of Vehicles/Equipment	4.42	
Bulk Tank Delivery	1.50	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

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

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0109-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Palmdale Oil Company, LLC (Contractor).

1. **THE WORK**

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

Fuel and Diesel Exhaust Fluid Delivery Services, SDMC No. 24-0109-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from April 24, 2024 through June 30, 2025. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

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

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

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

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

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

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

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

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

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or

nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. 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.

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

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

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

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

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

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

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

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

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

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

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

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of

Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

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

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

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

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

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

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

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

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

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

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

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

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by 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.

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

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

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

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

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

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees

submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

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

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

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

	Approval to Apply,		
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 $49999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: March 1, 2024**	
TITLE: Fuel and Diesel Exhaust Fluid Delivery Services	**NUMBER: 24-0109-KD**	**SUBMITTAL DEADLINE: April 2, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: March 13, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers of fuel and diesel exhaust fluid (DEF) delivery services on a scheduled and as needed basis for the School District of Manatee County. Services are to include "wet fueling" vehicles/equipment directly from the fuel delivery vehicle at designated locations. This solicitation is intended to fuel diesel buses/equipment, however gasoline vehicles/equipment may be added throughout the contract period, if needed.

The District intends to implement remote fueling of ten (10) buses at Parrish Community High School, located at 7505 Fort Hamer Road, Parrish, Florida 34219. This site does not currently house fuel tanks, therefore "wet fueling" will be completed on these vehicles. Fuel usage for these buses is anticipated at approximately 250 gallons of diesel per day. DEF will also need to be added to these vehicles. The District will request scheduled fueling of these vehicles as determined. The District may modify the number of vehicles, location(s), type of vehicle/equipment, and product(s) purchased throughout the contract period.

Specifications and the quality standards of service set forth in this bid.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of one (1) year from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **May 15, 2024 through May 14, 2025**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Contractor(s) shall furnish and deliver Ultra-Low Sulfur Diesel Fuel, 87 Octane Unleaded Gasoline, and Diesel Fuel No. 2 Red Dye Ultra Low Sulfur, and Diesel Exhaust Fluid (DEF) as needed. Bidder(s) shall submit technical data on the type of fuel that will be supplied.

Delivery personnel will be required to closely monitor fuel hoses during the fueling processes. Drivers are not to leave hoses unattended during fueling operations.

The District reserves the right to request on-site testing of fuel by the Florida Department of Agriculture and Consumer Services (FDACS), and to obtain a manifest of fuel on-board with no prior notice.

The awarded Contractor(s) may be required to provide a certified inspection of meters. The District reserves the right to perform an independent audit and inspection of meters.

Tank trucks must be equipped with sealed State of Florida-approved and inspected meters capable of providing metered delivery tickets with each delivery made to the District.

Tank trucks must meet all Federal, State, County and local mechanical and safety requirements and must be able to pass inspection at all times. All required safety equipment shall be carried on vehicles during deliveries to the District.

Deliveries shall be made on the basis of quantities adjusted to 60°F following the current edition of the American Society for Testing and Materials (ATSM) Table 6B, Volume II, Petroleum Measurement Tables, or current standard. Delivery tickets shall reflect the net gallons delivered after temperature compensation.

USAGE: Initially, the anticipated daily usage is approximately 250 gallons of diesel for fueling of 10 vehicles at Parrish Community High School. DEF will also need to be added to these vehicles, periodically. The District will request scheduled fueling of these vehicles as determined. The District may modify the number of vehicles, location(s), type of vehicle/equipment, or product(s) purchased throughout the contract period. Additional deliveries and services may be requested throughout the contract period. Due to unpredictable environmental conditions and extended District closures, order volumes may fluctuate.

FUEL SITE AND ACCESSIBLITY: All District tanks shall be properly equipped to enable Contractor to safely deliver fuel. The Contractor shall notify the District of all situations that may be deemed unsafe. A Contractor may refuse to deliver fuel to an unsafe fuel site until the safety issue is resolved. A back-haul charge may apply if a Contractor attempts to deliver fuel and the fuel site is deemed unsafe. The District shall be responsible for having proper equipment installed. The District shall work with Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled.

DELIVERY LEAD TIME: The District will implement a delivery schedule with the Contractor after award of the solicitation. This delivery schedule may be modified throughout the contract period based on product utilization. Ad hoc deliveries may be requested throughout the contract period. Due to the nature of the products being purchased, it is essential that ad hoc deliveries be made

within a maximum of forty-eight (48) hours after the order is placed with the successful bidder(s) unless otherwise specified at the time the order is placed.

HOURS OF DELIVERY: Deliveries shall be made between the hours of 7:00 p.m. and 10:00 p.m., except on Saturday, Sunday, or holidays, or in the event of a natural disaster. Delivery hours may be adjusted by the District, as needed.

AUTOMATED FUEL SYSTEM: Each tank truck shall include an Automated Fuel System and provide the following information:

A. Management reports including miles per gallon, cents per mile, time, location, quantity, employee, and vehicle number for each transaction.
b. Daily access for additions/deletions to the System.
c. System security
d. The ability to override the System through a specific authorization procedure to resolve any site problems that reject fuel authorization.

CONTAMINATION: Should the fuel tank(s) be contaminated due to action of the Contractor, the Contractor shall be wholly responsible for the removing and disposing of all contaminated products properly in accordance with all applicable federal, state, and local laws. The Contractor shall also clean the contaminated tank(s), line(s), and nozzle(s) at no cost to the District. The contaminated product(s), including those other than fuel, must be replaced at no cost to the District. The Contractor agrees to abide by the District's determination of whether the fuel tank(s) have been contaminated due to action of the Contractor.

SPILLAGE: The Contractor shall have an established, on-going, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. The District may request copies of this plan throughout the contract period. Any spillage, however minor, that occurs during delivery must be reported to the Districts Transportation Department immediately. The Contractor shall be solely responsible for all costs incurred during fuel spill cleanup. The Contractor's trucks must be continually monitored by the delivery driver. The Contractor is responsible for the clean-up of all spills/leaks occurring during or as a result of District delivery and shall notify the Florida Department of Environmental Protection (DEP) of any spill/leaks, as required by law.

PROTECTION OF PROPERTY: The Contractor(s) shall at all times guard from damage or loss of property of the school district and others. The Contractor(s) shall be responsible for any fuel spills at the School District of Manatee County site as a result of the Contractor(s) actions and will be responsible for any environmental cleanup when required. The School District may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor(s) or their agents.

PERFORMANCE SPECIFICATIONS: The State of Florida Division of Standards Department of Agriculture shall be requested to test product delivered under this bid should there be any question, at any time, as to the quality of any product furnished under a purchase contract entered into under the terms of this bid. Failure to meet this provision of this bid shall be deemed sufficient by the District to cancel any contract or agreement entered into under the provisions of this bid. Should it be determined that any quantity of product purchased does meet the specification of the District and the supplemental specification herein, such product shall be picked up as not acceptable product. Product shall be legal for delivery at all times during the contract term, regardless of

possible refinery-originating product specification changes. The Contractor is solely responsible for such compliance.

TRUCK CALIBRATION: FDACS, Bureau of Petroleum Inspection requires that each fuel delivery truck be inspected on annually. Contractor(s) must provide a copy of the current annual inspection certification as well as annual inspection records throughout the contract period, if requested.

EMERGENCY SERVICES: The School District of Manatee County is a government entity that provides emergency services (shelters) during times of natural disasters and buses are frequently used to transport citizens to shelters. Returning schools to full operations is a priority in returning the general community to normalcy. The successful bidder(s) are requested to detail the priority of service that will be designated to the School District of Manatee County in the event of a disaster and the level of commitment that can be expected from the supplier and their supply chain to support the rapid restoration of service after a natural disaster. Time is of the essence during these situations and the Contractor(s) must be able to be contacted at any time, day or night during those periods. Failure to deliver product within the required time and at the contracted price during regular or emergency operations may result in the District obtaining fuel from another source and/or termination of the contract.

DELIVERY TICKET: Delivery tickets and/or bills of lading shall be provided with each delivery and shall indicate gross gallons of fuel and net gallons of fuel delivered. The District shall pay for net gallons of fuel delivered. Also, the delivery ticket and/or bills of lading shall indicate the grade of fuel being delivered, initial issuing source, load order number, bill of lading number, and company receiving product. Tank line delivering product, trailer number and bill of lading number shall also be supplied.

PRICING: Fuel prices are based on the Daily Oil Price Information Services (OPIS) PADD 1 Report, and the "Average Rack" price for the Tampa, Florida terminal pricing published daily. DEF prices based on the monthly notice to the Contractor from the distributor. The District may request documentation to verify the cost/percentage markup at any time from the Contractor.

TAXES: Invoice fuel prices are not to include any Federal, State and County taxes from which the District is exempt. Any questions regarding applicable fuel taxes may be directed to the Department of Revenue at (850) 488-6800.

FIXED FEE PER GALLON: This bid is solicited on a fixed amount to be added to the Oil Price Information Services Daily Rack Averages base price for the Tampa, Florida PADD 1 Terminal for each gallon delivered to district facilities. The fixed fee will include markup and all delivery and handling costs from the successful bidder(s) terminal to the delivery location.

INVOICING AND PAYMENT: The Contractor agrees to be paid upon submission of properly certified invoices to the District for fuel purchased. Invoices shall be submitted to the District for each delivery made. The Contractor shall submit invoices for fuel in sufficient detail for a proper pre-audit and post-audit.

REPORTS: Contractor must supply monthly reports with the total fuel delivered by product. (Ultra Low Sulfur Diesel - Total Gallons; Unleaded Gasoline – Total Gallons, etc.). This report must be emailed to the Vehicle Maintenance Department @ VehicleMaintenance@manateeschools.net

monthly by the 10th of the following month. This information will be used for tax refund as required by law, pursuant to Florida Statutes Section 206.41 and 206.87 of Chapter 206.

SUPPLIERS: Contractor shall be in compliance with EPA regulation 40 CFR Part 80. It is the intent of the District that all specifications herein are in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Administrator immediately. **Delivery of non-conforming product may be cause for Contract termination and possible Contractor suspension**. If any product delivered does not meet performance or other assurance representations as published by manufacturers, producers, and/or distributors of such products or the specifications listed in this bid, the Contractor(s) shall refund the District any money which has been paid, attorney fees and court cost.

FUEL SPECIFICATIONS: Each bidder shall include with their bid, literature and specifications on the additives being furnished.

I. **UNLEADED 87 OCTANE GASOLINE :405-220-930-7800 Gasoline E10**

1. Conforming to Florida Administrative Code 5J-21.001, Florida Department of Agriculture and Consumer Services. Minimum Octane Rating: R+M/2=87. All deliveries shall be adjusted to 60° Fahrenheit.

II. DIESEL FUEL NO. 2 – CLEAR - ULTRA LOW SULFUR

1. Regular grade diesel fuel oil is intended for use in all automotive high-speed/medium speed engine applications. The diesel fuel supplied under this specification shall be refined hydrocarbon distillate fuel oils. The feed stock from which the diesel fuel is refined shall be crude oils derived from petroleum, tar sands, oil shale, or mixtures thereof.

2. Conforming to Florida Administrative Code 5J-21.001, Florida Department of Agriculture and Consumer Services. The standard for diesel fuel properties is defined in the American Society for Testing and Materials (ASTM) D975-93, Standard Specification for Diesel Fuel Oils. All diesel fuel products provided as a result of the Contract are required to meet these ASTM Standards, and/or any current ASTM emergency specification. The finished diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter; and shall be clear and bright and shall not exceed 15 p.p.m. sulfur content or current ASTM standards ASTM D975-10 AND ASTM-D3120 in effect at time of delivery.

III. DIESEL FUEL NO. 2 – RED DYE – ULTRA LOW SULFUR

1. The District is registered with the Department of Revenue as a user of diesel fuels in compliance with F.S.206.874.

2. Regular grade diesel fuel oil is intended for use in all automotive high-speed/medium speed engine applications. The diesel fuel supplied under this specification shall be refined

hydrocarbon distillate fuel oils. The feed stock from which the diesel fuel is refined shall be crude oils derived from petroleum, tar sands, oil shale, or mixtures thereof.

3. The finished diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter and shall not exceed 15 p.p.m. sulfur content in accordance with EPA Heavy Duty Highway Diesel Rule.

4. In accordance with Florida Statute s. 206.874 Exemptions, the payment of taxes does not apply to diesel fuel that satisfies the dyeing and marking requirements of s.206.8741. Dyed diesel fuel may be purchased and used in a bus engaged in the transportation of students and employees of schools.

IV. DIESEL EXHAUST FLUID (DEF)

1. DEF is a consumable required by many modern diesel engine applications using selective catalytic reduction (SCR) technology to reduce oxides of nitrogen (NOx) exhaust. Diesel Exhaust Fluid (DEF), as standardized in ISO 22241[1], is an Aqueous Urea Solution of with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. Must confirm with current ASTM standards in effect at time of delivery.

V. OTHER FUEL SPECIFICATIONS

1. The following antioxidants may be blended separately or in combination into the diesel fuel to retard the formation of gum and other oxidation products.
    a. 2, 4-Dimethyl-6-tert-butylphenol
    b. 2, 6-Di-tert-butyl-4-methylphenol
    c. 2, 6-Di-tert-butylphenol
    d. 2, 6-Di-tert-butylphenol (75 weight percent minimum) and a mixture of terbutylphenols and tri-tert-butylphenols (25 weight percent maximum)
    e. 2, 4-Di-tert-butylphenol (60 weight percent minimum) and mixed tertbutylphenols (40 weight percent maximum)
    f. The total concentration of antioxidants shall not exceed 24 grams per cubic meter on an active ingredient basis.

2. Any one or any combination of the following cetane improvers may be added to the diesel fuel to meet the cetane number requirements specified in **table 1**.
    a. Amyl nitrate
    b. Isopropyl nitrate
    c. Hexyl nitrate
    d. Cyclohexyl nitrate
    e. 2-Ethylhexyl nitrate
    f. Octyl nitrate
    g. Concentration of the cetane improvers shall not exceed 0.5 weight percent.

3. Diesel fuel stabilizer additive may be blended into the diesel fuel when additional antioxidant, biocide, corrosion inhibitor, dispersant, and metal deactivator are needed. Diesel fuel stabilizer additive is not intended for routine use in all diesel fuels but should be used only in situations where a high degree of protection against deterioration is required. Typical applications are emergency stand-by units and small satellite fuel sites.

4. This specification will not take precedence over any Local, State or Federal requirement enacted after award of this contract that is more stringent. Contractor shall notify the Director of Transportation as soon as any more stringent Local, State or Federal requirement is known and prior to implementation on School District of Manatee County fuel deliveries.

The finished diesel fuel shall conform to the requirements specified in **Table 1**.

TABLE 1			
Ultra Low Sulfur Diesel: 0-5%		**TEST RESULTS**	
PRODUCT PROPERTY	**ASTM TEST METHOD**	**MINIMUM**	**MAXIMUM**
FLASH POINT (deg F)	D93	125	
DISTILLATION 90% VOL RECOVERED (deg F)	D86	540	640
KINEMATIC VISCOSITY (mm2/S @ 40C)	D445	1.9*	4.1
ASH % MASS	D482		0.01
SULFUR (ppmwt)	D5453		15
CORROSION (Cu)	D130		1
CETANE NUMBER/INDEX	D613/D4737B	40	
RAMSBOTTOM CARBON RESIDUE ON 10% DISTILLATION RESIDUE (% MASS)	D524		0.35
LUBRICITY, HFRR @60C,(um)	D6079		520
CLOUD POINT	D2500/ALTERNATE		None, however, see Note 1 for regional pipeline Cloud Point maximums at refinery origin
POUR POINT	D0097/ALTERNATE		None, however, see Note 2 for regional pipeline Cloud Point maximums at refinery origin
CFPP	D6371	**See Note	
* When cloud point less than - 12C is specified as could be the case in the winter, the min flash point is 100F, the min viscosity shall be 1.7mm2/S and the minimum 90% recovery temp shall be waived.			
** If marketed as a winterized diesel, then a CFPP temperature at or below the 10th percentile minimum ambient air temperature established by ASTM D975, is targeted for the terminal location.			
NOTE 1: Cloud Point specification maximums apply to shipments via common Carrier Pipelines per their fungible fuel requirements: Colonial: Winter (Aug 1 - March 14) +15 Degree F (-9 Degree C) and Summer (March 15 - July 31) +20 Degree F(-7 Degree C) Explorer: Winter (Sept 1 - Mar 31) +15 Degree F(-9 Degree C) and summer (April 1 - Aug 31) +20 Degree F(-7 Degree C)			

All deliveries shall be adjusted to 60° Fahrenheit.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ITEM NUMBER	TYPE OF FUEL/FLUID	PRICE
1.	**REGULAR UNLEADED GASOLINE - 87 OCTANE**	**Per Gallon**
	Fixed Fee Per Gallon	$_____
	Federal LUST	$_____
	Federal Oil Spill (Federal Environmental Fee Recovery)	$_____
	Florida Excise Tax (State Gasoline Road Tax)	$_____
	Florida Pollution Tax	$_____
	Florida Coastal Protection Tax	$_____
	Manatee County Tax	$_____
	Total Fees Per Gallon	$_____
2.	**DIESEL FUEL NO. 2 - ULTRA LOW SULFUR**	**Per Gallon**
	Fixed Fee Per Gallon	$_____
	Federal LUST	$_____
	Federal Oil Spill (Federal Environmental Fee Recovery)	$_____
	Florida Excise Tax (State Diesel Road Tax)	$_____
	Florida Pollution Tax	$_____
	Florida Coastal Protection Tax	$_____
	Manatee County Tax	$_____
	Total Fees Per Gallon	$_____
3.	**DIESEL FUEL NO. 2 - RED DYE - ULTRA LOW SULFUR**	**Per Gallon**
	Fixed Fee Per Gallon	$_____
	Federal LUST	$_____
	Federal Oil Spill (Federal Environmental Fee Recovery)	$_____
	Florida Excise Tax (State Diesel Road Tax)	$_____
	Florida Pollution Tax	$_____
	Florida Coastal Protection Tax	$_____
	Manatee County Tax	$_____
	Total Fees Per Gallon	$_____
4.	**Other Fees**	
	Pump Off Fee	$_____ or _____%
	Base Fuel Surcharge	$_____ or _____%
	HAZMAT Fee	$_____ or _____%
5.	**Diesel Exhaust Fluid (DEF)**	**Fixed Cost Markup or Percentage Markup Per Gallon**
	Delivery/Remote Fueling of Vehicles/Equipment	$_____ or _____%
	Bulk Tank Delivery	$_____ or _____%

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of Contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while Contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The Contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the Contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The Contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the Contractor.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the Contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The Contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The Contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The Contractor shall not proceed with any project until a written purchase order or written approval from a Procurement Buyer has been received from the School District of Manatee County.

The Contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The Contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

The Contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    - 9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

March 1, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
March 13, 2024	Questions/Clarifications due
March 19, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
April 2, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*April 5, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about April 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 14, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

SECTION 6. GENERAL TERMS AND CONDITIONS

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

GENERAL BIDDER'S INFORMATION: Interested vendors are advised that the School District of Manatee County (District) will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

No price escalations (increases) will be permitted during the initial term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The District reserves the right to require a decrease based on industry pricing indicators (PPI and CPI) Contractors may request a price increase at renewal, if any. Price increase requests must be based on the Producer Price Index (PPI) Table Containing PPI-U All Items Indexes and Annual Percent Changes, http://data.bls.gov index for related commodity, final demand, seasonally adjusted, and may not exceed 4 percent.

The price increase request must be submitted 30 days before the expiration of the Contract, to the Contract Administrator, in writing and substantiated by a copy the appropriate (meaning specific to that Contractor's commodity code) PPI index.

PURCHASE TERMS AND CONDITIONS: This bid, and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

MINOR IRREGULARITIES/RIGHT TO REJECT: The District reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the District determines that doing so shall serve the Districts' best interests. The District may reject any response not submitted in the manner specified by the solicitation documents.

CLARIFICATIONS OR REVISIONS: The District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or

2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF BIDS: Bidders shall submit via Vendorlink any questions regarding this bid. Only questions submitted electronically through Vendorlink will be answered and/or included in an addendum. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

ADDENDA TO BIDS**:** From time to time, addenda's may be issued to this bid. Any such addenda will be posted on (www.myvendorlink.com). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statute 286.011 and noticed on the District Web Site (www.manateeschools.net) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statute 286.011. See Key Events and Dates page contained herein.

LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

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

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

PUBLIC RECORDS: Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when the District receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below. A Vendor's response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Vendor's response (including, without limitation, technical and price information) will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to the District's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The response, upon submission shall be the property of the District (except those parts asserted to be exempt in the manner set forth below), and the District, in its sole discretion, shall have the right to use, reproduce, and disseminate the response. The District reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to the District which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the response or other document in which the content is set forth.

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

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, bidders are invited to visit our website www.myvendorlink.com.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared nonresponsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third-party payment, i.e. Pay pal will be considered.

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

PREVIOUS PERFORMANCE: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

BID TABULATIONS: After approval by the School Board of Manatee County, bid tabulations will be available for review on the e-procurement service website (www.myvendorlink.com).

NOTICE OF INTENT TO AWARD BIDS: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to

Award will be posted on the e-procurement service website(www.myvendorlink.com).The recommendation for award is not official until this notice is posted.

CONFLICTS OF INTEREST AND KICKBACKS: Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation.

NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com). A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after

completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its sub-contractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

PUBLIC ENTITY CRIMES CERTIFICATE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

NONCOMPLIANCE WITH CONTRACT: It is expected that the delivery and/or completion dates as annotated on this bid will be firm dates. Any deviation from the contracted completion date must be approved in writing by the Purchasing Office of the School District of Manatee County. Failure to complete the contract within the time agreement or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Termination for cause includes terminations under 287.135, F.S.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

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

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. 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. A copy of all applicable materials, rental, or sub-contractor invoices must be included with the invoicing to SDMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked**.**

DEFAULTS: If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

PAYMENT TERMS: SDMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

UNITS OF MEASURE AND LOT SIZES: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, bidders must indicate the units of measure they are able to supply.

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

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

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or

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

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

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.

"STEVENS AMENDMENT" (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website (www.manateeschools.net) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation.

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.

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

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

SHOP DRAWINGS: Shop drawings are required from the successful bidder(s) and approval from the School District of Manatee County prior to starting installation unless waived by the School District of Manatee County.

SAMPLES: The School District of Manatee County reserves the right to request samples to be submitted at a later date for evaluation purposes, even though not specifically called for in the original specifications. Upon such request, samples shall be provided at no expense to the School District.

Samples not destroyed in testing will be available for return to all vendors upon notification by the Purchasing Department. Samples will be returned at no expense to the School District. Samples for which no return authorization has been received after thirty (30) days of notification shall be considered donations to the School District by the vendor.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

BRANDS: Bidders shall indicate for each item bid, the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand, unless the term "No Equivalent will be accepted" or "Only" appears on the Form of Proposal. However, if the item bid varies from the one described descriptive literature in the form of catalogs or brochures which illustrate the product sufficiently for evaluation must accompany the submitted bid for consideration. Bids received without this information or with insufficient information, as determined by the Evaluation Committee, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

QUALIFIED PRODUCTS LIST (QPL): The product(s) listed herein is the only product(s) for which bids will be accepted. Bids submitted for any other product(s) will not be considered. Vendors who wish to have their products added to the QPL for future bids must, at their own expense, have the appropriate tests performed and submit acceptable results to the Purchasing Department. Contact the Purchasing Department for specific instructions.

TESTING: If, after delivery of the products by the successful bidder, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

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.

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."

ANTI-DISCRIMINATION: a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

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

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

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

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

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS: 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will

retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICAN [7 CFR PART 210.21 (d)] - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

DISCOUNTS, REBATES & CREDITS - All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0109-KD Title: Fuel and Diesel Exhaust Fluid Delivery Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

**** **BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE** ****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

Employment Eligibility Verification ("E-VERIFY")

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

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

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON FUEL AND DIESEL EXHAUST FLUID DELIVERY SERVICES, SDMC NO. 24-0109-KD

CONTRACT PERIOD: APRIL 24, 2024 - JUNE 30, 2025

AWARDED BOARD APPROVAL ON APRIL 23, 2024

Tabulation of Bids on Fuel and Diesel Exhaust Fluid Delivery Services, SDMC No. 24-0109-KD

Bids Due: 3:00 p.m., Tuesday, April 2, 2024

BIDDER NAME	Palmdale Oil Company, LLC	
Bid Item	Fees per Gallon	Notes
Regular Unleaded Gasoline - 87 Octane		
Fixed Fee Per Gallon	0.52000	
Federal LUST	0.00100	
Federal Oil Spill (Federal Environmental Fee)	0.00557	
Florida Excise Tax (State Gasoline Road Tax)	0.21000	
Florida Pollution Tax	0.02071	
Florida Coastal Protection Tax	0.00125	
Manatee County Tax	0.21400	
Total Fees Per Gallon	0.97253	
Diesel Fuel No. 2 - Ultra Low Sulfur		
Fixed Fee Per Gallon	0.52000	
Federal LUST	0.00100	
Federal Oil Spill (Federal Environmental Fee)	0.00619	
Florida Excise Tax (State Diesel Road Tax)	0.21000	
Florida Pollution Tax	0.02071	
Florida Coastal Protection Tax	0.00000	
Manatee County Tax	0.16400	
Total Fees Per Gallon	0.92190	
Diesel Fuel No. 2 -Red Dye - Ultra Low Sulfur		
Fixed Fee Per Gallon	0.52000	
Federal LUST	0.00100	
Federal Oil Spill (Federal Environmental Fee)	0.00619	
Florida Excise Tax (State Diesel Road Tax)	0.00000	
Florida Pollution Tax	0.02071	
Florida Coastal Protection Tax	0.00000	
Manatee County Tax	0.00000	
Total Fees Per Gallon	0.54790	
Other Fees		
Pump Off Fee	0.00000	
Base Fuel Surcharge	0.00000	
HAZMAT Fee	0.00000	
Diesel Exhaust Fluid (DEF)	**Fixed Fee Markup Per Gallon**	
Delivery/Remote Fueling of Vehicles/Equipment	4.42	
Bulk Tank Delivery	1.50	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Shannon Fleming/Melody Ryan

TELEPHONE NUMBER: April

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

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

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

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

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

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

Title 2 —Grants and Agreements

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

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

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

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

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

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

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

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

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

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

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

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

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

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

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

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

AGENDA ITEM NO. 11.17

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Bayshore High School - Roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. – Amendment 1 - Guaranteed Maximum Price in the Amount of $2,561,000.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Willis A. Smith Construction, Inc., which authorizes the Guaranteed Maximum Price (GMP) in the amount of $2,561,000.00.

Bayshore High School Roofing scope of work includes but is not limited to the replacement of existing roof membranes and flashings with new ones on Buildings #1, #2, #3, #4, #8, and #16. Existing roof membranes have exceeded their useful life and require replacement. Additionally, work will include the replacement of Building #6 parapet coping.

Bayshore High School Painting & Roofing - Project Summary Sheet and Contract Summary Sheet are attached for reference.

The Full Guaranteed Maximum Price Book is on file in the Construction Services Department.

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 Bayshore High School - Roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. - Amendment 1 - Guaranteed Maximum Price in the Amount of $2,561,000.00. (Capital Funds)

Financial Impact
The amount of Amendment 1 is $2,531,000.00. The Guaranteed Maximum Price, including Amendment 1, is $2,561,000.00 and is included in the total project requirement of $3,000,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Bayshore HS Roofing Project Summary
BHS Roof GMP Amendment 1 WSC
BHS Roofing CM WCS Contract Summary
BHS Roofing CM WCS Exhibits
BHS Roofing WCS GMP March 8 2024

Bayshore High School Roofing

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Plunkett Raysich Architects, LLP	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services, LLC	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $ 3,000,000.00 (7/08/2022) Original Project Budget

HISTORY: Bayshore High School was completed in 1997. Building 6 was completed in 2007,and #5 was completed in 2017 The site consists of one parcel containing 46 acres, located at 5323 34th Street West in Bradenton. The total existing student station count is 2478. Roof replacement is required due to the existing roofs having exceeded their normal service life.

SCOPE: The Scope of Work includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Additionally, work will include the replacement of Building #6 parapet coping.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER					
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 94,500.00	June 13, 2023	Approved	Architectural/Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 94,500.00			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 30,000.00	June 13, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 2,531,000.00	April 23, 2024	Pending	GMP Guaranteed Maximum Price
Amendment 2:				
TOTAL	$ 2,561,000.00			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$27,000.00	May 24, 2023	Approved	Plan Reviews, Permits & Inspection Services
TOTAL				
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ -			
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Bayshore High School Roofing
Construction Manager: Willis A. Smith Construction, Inc.
Construction Manager Address: 5001 Lakewood Ranch Blvd, Suite 100
Sarasota, FL 34240

The work is as follows: The replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Additionally, work will include the replacement of Building #6 parapet coping.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: August 9, 2024

Amount of Amendment:	$ 2,531,000.00
Previous Amount of Pre-Construction:	$ 30,000.00
New Total Amount:	$ 2,561,000.00

CONSTRUCTION MANAGER:

By: _____ By: Nathan Carr
Nathan Carr (Apr 9, 2024 16:03 EDT)

Name/Title: _____ Name/Title: Nathan Carr, Vice President

As Witnessed:

_____ Willis A. Smith Construction, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____
John Williams (Apr 9, 2024 16:17 EDT)
, Project Director

_____
Regina Gordon (Apr 9, 2024 17:05 EDT)
, Director

_____
Joseph A. Ranaldi (Apr 9, 2024 17:42 EDT)
, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Bayshore HS Roofing
5401 34th Street West, Bradenton, FL 34210,
Manatee County, Florida

Total Project Budget:

Design Services	$ 120,000.00
Construction Services	$ 2,700,000.00
Owner Services	$ 180,000.00
FF& E Technology	N/A
Total Project Budget	$ 3,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed (Pre-Construction)	June 14,2023
Date of Anticipated Notice to Proceed (Construction)	April 24,2024
Date of Substantial Completion	August 9, 2024 @ GMP Approval
Date of Final Completion	October 9, 2024 @ GMP Approval

Architect/Engineer ("AE") Plunkett Raysich Architects, LLP
1970 Main Street, Suite 201
Sarasota, Florida 34236; Office: (941) 444-8845

Construction Manager ("CM") Willis A. Smith Construction
5001 Lakewood Ranch Blvd, Suite 100
Sarasota, Florida 34240; Office: (941) 366-3116

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	$ 2,167,467.00 @ GMP Approval
General Conditions	$ 146,093.00 @ GMP Approval
Overhead and Profit (CM Fee)	$ 133,949.00 @ GMP Approval
Preconstruction	$ 30,000.00 (Approval 6/13/2023)
Unforeseen Conditions	$ 65,024.00 @ GMP Approval
Bond	$ 18,467.00 @ GMP Approval
TOTAL	**$ 2,561,000.00**

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of **$133,949.00 @ GMP Approval**

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: **$19,950.00 @ GMP Approval**

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of **48.65%** of wages and **48.65%** of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of **0.735%** amount or the invoice amount and General Liability insurance will be charged at the rate of **1.20%** of the GMP amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of **1%**

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of **N/A** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards **.20%**

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **261677**

Exhibits: Exhibits "B" "D" & "F" are attached for reference.

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Nathan Carr	Senior Project Manager	As Needed
Katie Kominos	Project Manager	As Needed
Superintendent On Duty	Superintendent	100%

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John Williams
SBMC Project Assistant	Patricia Ledezma
Architect	Plunkett Raysich Architects, LLP
Consulting Engineers	N/A
Structural Engineer	Plunkett Raysich Architects, LLP
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Willis A. Smith Construction, Inc.
SBMC Instructional Member	Wendell Butler, Principal
SAC Member	N/A

EXHIBIT F

A. Project Description: The Scope of Work includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Additionally, work will include the replacement of Building #6 parapet coping.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: Bayshore High School Painting & Roofing

Date: April 3, 2024

Contractor: Willis A. Smith Construction, Inc.

ITEM		ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:			
07C	Roofing	$2,167,467.00	
	Sub Total		**$2,167,467.00**
General Conditions:			
1A	General Conditions	$85,469.00	
1B	Carpentry and Installations	$27,494.00	
1C	Safety Awards	$4,733.00	
1D	Insurance/Risk Management	$28,397.00	
1E	Builders Risk Insurance (by owner)	$0.00	
	Sub Total		**$146,093.00**
Overhead & Profit (Overall Project)		$133,949.00	
	Sub Total		**$133,949.00**
Pre-Construction Expenses	**(previous contract)**	$30,000.00	
	Sub Total		**$30,000.00**
Unforeseen Conditions:		$65,024.00	
	Sub Total		**$65,024.00**
Bond:		$18,467.00	
	Sub Total		**$18,467.00**
GMP Total			**$2,561,000.00**
Credit for Preconstruction Contract			**-$30,000.00**
Total Amendment 1			**$2,531,000.00**

Bayshore High School Painting & Roofing
School District of Manatee County

Guaranteed Maximum Price
April 3, 2024

QUALIFICATIONS & CLARIFICATIONS

Scope of Work

- Complete Construction Management (CM) services for your project.
- All work to be per drawings and specifications prepared by Plunkett Raysich Architects, LLP dated December 8, 2023, as listed in Exhibits C (plans log) and D (specifications log), unless otherwise noted in the qualifications and clarifications listed below.
- Pre-bid RFI responses: RFI 1-7, 9, 11
- The Project Schedule shall be 4.5 Months based on the attached Project Schedule. Construction to commence after issuance of building permit and receipt of executed contract or Purchase Order.
- Proposal is good until April 24, 2024. Contract/PO receipt after this date is subject to repricing and schedule impact evaluation.

Guaranteed Maximum Price

● The Guaranteed Maximum Price (GMP) for your project is	$	2,561,000

Clarifications

General

- Proposal is based on normal working hours (Monday - Friday 7:00am - 3:30pm).
- Includes sales tax on all materials provided to the project. Owner may elect to purchase materials over $10,000 directly for tax savings. Certain trades may have issues precluding Direct Material Purchase which will be handled on a case by case basis.
- All permits and fees (including but not limited to site, building, DOH, impact fees) are by owner except NPDES and Right-of-Way permit.
- Threshold inspections, including costs, are by owner. WASC will coordinate inspections and access.
- The amount for Payment/Performance Bond included in this GMP Estimate is a lump sum value and shall be billed upon approval of this GMP and issuance of the Bond.
- The amount for Insurance/Risk Management included in this GMP Estimate shall be billed as a lump sum value upon approval of this GMP and issuance of the Notice to Proceed.
- Builder's Risk insurance is by owner. All deductibles are a cost of the project and shall be funded by the owner, if encountered.
- The Contractor Fee/Overhead included in this GMP Estimate is a lump sum value.
- Retainage shall not be held on "soft cost" portions of the work such as General Conditions, Carpentry/Installations, Insurance, Bonds, and CM Fee.
- This GMP is a total project GMP, not a line item GMP. Funds may be moved between line items within the SOV via the district's Budget Transfer form (UCF/BT) without use of Unforeseen Conditions Fund.
- Notice To Proceed (NTP) issuance to be derived from a mutually agreed upon field start date.
- The general conditions/general requirements on this project are included and approved as itemized in this guaranteed maximum price.
- Owner and Construction Manager agree that labor burden for all Willis Smith Construction employees is set at the blended rate of 48.65%.
- All Willis Smith Construction labor rates indicated herein are budgetary. The project will be billed only for actual labor rates plus the blended labor burden of 48.65%, to be adjusted over time when actual employee compensation adjusts.
- Cost escalation is included for normal market conditions is included. However, significant unexpected adjustments in pricing due to market factors out of anyone's control (for instance as it relates to steel, fuel, disposal costs, etc.) are to be considered and fairly adjusted to subcontractors where appropriate as Unforeseen Conditions Funds items.
- Liquidated damages do not apply if delays are caused outside of the control by the construction manager - extended/repeated weather delays, material unavailability due to market conditions, labor unavailability due to storms or other unforeseen conditions.
- Various allowances have been included as listed below or on the Division Tabs for each trade, which are made a part of this GMP Estimate. Any costs for these items exceeding the allowance to be funded by the UCF or CO if needed.

Roofing

- This estimate includes jetting of the clogged roof drains only, plumbing repairs are not included.
- Furnish and install new copings, gutters and downspouts made from new 050 aluminum with a standard Kynar 500 color and finish. All sheet metal work to fabricated and installed per Florida Building Code ANSI/SPRI ES-1 requirements. Will be fabricated in-house by Sutter Roofing.
- Existing metal roof is assumed to be structurally adequate to receive additional roofing materials.
- Existing mechanical units on roof curbs, located on existing metal roof, are assumed to have adequate height for proper flashing. No new curbs have been included in the cost of work.
- Removal and reinstallation of small exhaust vents is included in order to install the new roofing membranes up and over curbs.
- This estimate doesn't include removal of large roof top mechanical units, the new roof membrane will terminate at the mechanical units with flashing and sealant installed at the termination point.

QUALIFICATIONS & CLARIFICATIONS

Allowances

● Replacement for up to 50% of Building 3 insulation per spec 012100.	$	24,360
● Replacement for up to 25% of all buildings (except Building 3) insulation per spec 012100.	$	53,204
● Replacement for 50% of roof drains and overflow roof drain baskets and retainer rings per spec 012100.	$	61,250
● Replace 25% of roof drains due to corrosion per spec 012100.	$	31,500

Alternates

- None at this time.

Exclusions

- Professional Architectural and Engineering (A/E) fees
- Builder's Risk Insurance, including all deductibles
- Permit Fees
- Code upgrades or corrections unless specifically identified by a keynote on the drawings.
- Materials Testing Services by others.
- Hazardous materials survey/testing/abatement/disposal/treatment, asbestos abatement, lead paint abatement.
- Unforeseen conditions not previously identified, listed on the drawings or visible to the naked eye are to be funded by the Unforeseen Conditions
- Structural repairs, including deck repairs.

Bayshore High School Painting & Roofing
School District of Manatee County

Guaranteed Maximum Price
April 3, 2024

Schedule	4 Months
Project Area (Square Feet)	220,254

DIVISION	SCOPE OF WORK	TOTAL		COMMENTS
07C	Roofing	2,167,467		
	SUBTOTAL	2,167,467		
	Construction Contingency	65,024	3.00%	
	SUBTOTAL	$ 2,232,491		
	Contractor Fee/Overhead	133,949	6.00%	
	SUBTOTAL	$ 2,366,440		
	General Conditions	85,469		
	Carpentry and Installations	27,494		
	Safety Awards	4,733	0.20%	
	Insurance/Risk Management	28,397	1.20%	
	Builder's Risk Insurance	0	0.00%	Excluded, by Owner
	SUBTOTAL	$ 2,512,533		
	Payment/Performance Bond	18,467	0.735%	
	GRAND TOTAL (GMP 1 Amendment)	**$ 2,531,000**		
	Preconstruction Services	30,000		
	GRAND TOTAL	**$ 2,561,000**		

School District of Manatee County
April 3, 2024

GENERAL CONDITIONS

Direct Management Costs	Months	Allocation	Hours	Hourly Rate	Total	
Project Executive		5%	0	145	0	
Preconstruction Director	1	0%	0		0	
Preconstruction Project Manager	1	0%	0		0	
Preconstruction Administrative Assistant	1	0%	0		0	
Senior Project Manager	1	0%	0		0	
Project Manager	3.0	50%	260	102	26,520	
Assistant Project Manager	1	0%	0		0	
Project Engineer	1	0%	0		0	
General Superintendent	1	0%	0		0	
Sr. Superintendent	1	0%	0		0	
Superintendent	3.0	100%	520	75	39,000	
Assistant Superintendent	1	0%	0		0	
Administrative Assistant		10%	0	45	0	
Accounting Support						
Contracts Administration	1	0%	0	49	0	
Cost Control Administration	1	0%	0	49	0	
Warranty Coordination & Administration	1	0%	0	49	0	
Project Accountant	1	0%	0	49	0	
Carpenter	1	0%	0	51	0	
SUBTOTAL					Subtotal	$65,519

Direct Administrative Costs	Quantity	Unit	Unit Cost	Total	
Correspondence (Postage/Courier Services)		MO		0	
Photographs	3	MO	200	600	
Plan Cost	1	LS	500	500	
Permit/Impact Fees		LS		0	
Professional Fees		LS		0	
Jessica Lunsford Act	1	MO		0	
Groundbreaking/Topping Out Ceremonies		LS		0	
Miscellaneous Expenses	1	LS	3,000	3,000	
Project Management Information Systems (PMIS)	1	LS	5,400	5,400	
As-Built/Record Drawings		LS		0	
Punch List	1	LS	3,500	3,500	
SUBTOTAL				Subtotal	$13,000

Direct Safety Costs	Quantity	Unit	Unit Cost	Total	
Safety Consultant	3	MO	350	1,050	
Safety Guard Rails		LS		0	
PPE (Personal Protection Equipment)		LS		0	
Fire Extinguishers		EA		0	
Barricades/Traffic Control/Public Protection		LS		0	
SUBTOTAL				Subtotal	$1,050

Direct Transportation Costs	Quantity	Unit	Unit Cost	Total	
Travel and Subsistence		MO		0	
Project Manager Vehicle		MO		0	
Superintendent Vehicle		MO		0	
Vehicle Fuel	3	MO	700	2,100	
SUBTOTAL				Subtotal	$2,100

Direct Job Office Costs	Quantity	Unit	Unit Cost	Total
Job Office Trailer		MO		0
Job Office Trailer Insurance		LS		0
Job Office Buildout		LS		0
Job Office Furniture		LS		0
Job Office Supplies		MO		0
Job Office Equipment		MO		0
Job Office Mobilization		LS		0

GENERAL CONDITIONS					
Temporary Service - Water/Sewer		MO		0	
Temporary Service - Electrical		MO		0	
Temporary Service - Phone		MO		0	
Temporary Service - Internet	3	MO	150	450	
SUBTOTAL				Subtotal	$450

Direct Field Costs	**Quantity**	**Unit**	**Unit Cost**	**Total**	
Project Sign		LS		0	
Temporary Fence		LF		0	
Housekeeping		MO		0	
Dumpsters	4	PULL	500	2,000	
Trash Chute		LS		0	
Temporary Toilets	3	MO	300	900	
Temporary Labor		MO		0	
Ice and Cups	3	MO	150	450	
Radios/Communication		MO		0	
Temporary Lighting		MO		0	
Temporary Cooling/Fans		MO		0	
Temporary Service - Water		MO		0	
Temporary Service - Electrical		MO		0	
Finish Work Protection		LS		0	
Weather Protection		LS		0	
Final Cleaning		SF		0	
SUBTOTAL				Subtotal	$3,350

Direct Equipment Costs	**Quantity**	**Unit**	**Unit Cost**	**Total**	
Storage Trailers		MO		0	
Expendable Hand Tools		LS		0	
Equipment Rental		LS		0	
Equipment Fuel		LS		0	
Equipment Maintenance		LS		0	
Stairs/Ladders		LS		0	
SUBTOTAL				Subtotal	$0

				TOTAL General Conditions	**$85,469**

DIVISION 6A - CARPENTRY AND INSTALLATIONS

SCOPE OF WORK	QTY	UNIT	MATERIAL $/UNIT	LABOR $/UNIT	MATERIAL	LABOR	TOTAL	NOTES
Jobsite Labor					-	-	-	
Carpenter ($51/hour)	1	MO		8,833	-	8,834	8,834	
Laborer A ($25/hour)	2	MO		4,330	-	8,660	8,660	
Laborer B ($25/hour)		MO		4,330	-	-	-	
Includes:					-	-	-	
Miscellaneous Work					-	-	-	
Housekeeping					-	-	-	
Safety rail maintenance					-	-	-	
Trash recycling/sorting					-	-	-	
Weather protection					-	-	-	
Relocating miscellaneous owner equip.					-	-	-	
Installation of owner furnished items					-	-	-	
Temporary doors, steps and ladders					-	-	-	
Casework/countertop protection					-	-	-	
Protect doors/frames/jambs					-	-	-	
					-	-	-	
Materials	1	LS	10,000		10,000	-	10,000	
Temporary site signage and wayfinding					-	-	-	
Housekeeping materials (sweeping compound, brooms, etc.)					-	-	-	
Miscellaneous Carpentry/Fasteners					-	-	-	
Temporary fire extinguishers					-	-	-	
Safety items					-	-	-	
Barricades					-	-	-	
					-	-	-	
TOTAL					10,000	17,494	27,494	

AGENDA ITEM NO. 11.18

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Manatee Technical College (MTC) 2024-2025 School Calendars (No Financial Impact)

Executive Summary
The 2024-2025 Manatee Technical College (MTC) Calendars are based on 1300 hours of instruction during the school year, split into two 650-hour semesters. Full time MTC instructional staff are on an 11-month calendar which allows for 200 student instructional days and 210 instructional working days. In addition to the 1300 hours of student clock hours (August through June), MTC is also open in July for some select programs due to program and hour requirements with 96 instructional hours available. In addition, MTC will still allow students and instructors to participate in program clinical hours during non-workdays in order to meet the requirements of the program year-round. A copy of the four MTC Calendars for both day and evening schedules are 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 Manatee Technical College (MTC) 2024-2025 school calendars (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 Student ACAD Calendar 2024-25
MTC ACAD Evening 2024 2025
MTC Adult Ed Calendar 2024-25
MTC Instructor and Student ACAD Calendar 2024-25

Calendar 2024-25

Manatee Technical College

July 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			0/2

August 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						19/22

September 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						20/20

October 2024

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						22/23

November 2024

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						15/15

December 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						15/15

January 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						18/20

February 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						19/19

March 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
						15/16

April 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						21/21

May 2025

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						21/21

June 2025

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						15/16

2024-25 Student Contact Days	200
2024-25 Total Instructional Hours	1300

Student Calendar - Day

Date	Event or Holiday
Jul 1 - 29	Summer Break - A few select programs conducted during Summer Break
Jul 30 & 31	Teacher Workdays
Aug 1 & 2	School/District Inservice
Aug 5	Teacher Workday
Aug 6	First Day Students / Begin Q1
Sep 2	No school, Labor Day
Oct 14	Record Day
Oct 16	End of Q1
Nov 11	No school, Veterans' Day
Nov 25-29	No school, Fall Break
Dec 23 Jan 2	No school, Winter Break
Jan 3	Record Day
Jan 6	Teacher Inservice Day
Jan 20	No school, MLK Day
Jan 21	First Day Sem. 2 / Q3
Jan 30	Fall Graduation
Feb 17	No school, Presidents' Day
Mar 17-21	Spring Break
Mar 24	Record Day
Apr 3-6	HOSA State
Apr 10	End of Q3
Apr 18	No school, Good Friday
Apr 27-30	SkillsUSA State
May 26	No school, Memorial Day
Jun 13	No School, No Workday
Jun 18-21	HOSA National
Jun 19	No School, Juneteenth
Jun 20	No School, No Workday
Jun 22-27	SkillsUSA National
Jun 25	Last Day of Sem. 2 MTC
Jun 26	Record Day/Spring Graduation

Evening Manatee Technical College Main Campus

2024-2025

July 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Date	Event
Jul 1 - 29	Summer Break - A few select programs conducted during Summer Break
Jul 30 & 31	Teacher Workdays
Aug 1 & 2	School/District Inservice
Aug 5	Teacher Workday
Aug 6	First Day Students / Begin Q1
Sep 2	No school, Labor Day
Oct 14	Record Day
Oct 16	End of Q1
Nov 11	No school, Veterans' Day
Nov 25-29	No school, Fall Break
Dec 23 Jan 2	No school, Winter Break
Jan 3	Record Day
Jan 6	Teacher Inservice Day
Jan 20	No school, MLK Day
Jan 21	First Day Sem. 2 / Q3
Jan 30	Fall Graduation
Feb 17	No school, Presidents' Day
Mar 17-21	Spring Break
Mar 24	Record Day
Apr 3-6	HOSA State
Apr 10	End of Q3
Apr 27-30	SkillsUSA State
May 26	No school, Memorial Day
Jun 18-21	HOSA National
Jun 19	No School, Juneteenth
Jun 22-27	SkillsUSA National
Jun 25	Last Day of Sem. 2 MTC
Jun 26	Record Day/Spring Graduation

Calendar 2024-25

Manatee Technical College - Adult Ed

July 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
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September 2024

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October 2024

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November 2024

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December 2024

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January 2025

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February 2025

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March 2025

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April 2025

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May 2025

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June 2025

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Student and Instructor Calendar

Date	Event or Holiday
4-Jul	Independence Day
Jul 12, 19, 26	Campus Closed
8-19 Jul	ESOL/GED- Fall Applications
27-29 Aug	Adult Ed - Teacher Inservice
2-Sep	No school, Labor Day
3-Sep	First Day Fall Semester
23 Sep - 27 Sep	GED Mid-Fall Applications
28-Oct	GED Mid Semester Start Date
11-Nov	No school, Veterans' Day
12-21 Nov	ESOL/GED Spring Applications
25-29 Nov	Fall Break / No school
20-Dec	ESOL/GED Last day Semester 1
23 Dec - 24 Jan	Winter Break / No school
20-Jan	No school, MLK Day
27-Jan	First Day Spring Semester
30-Jan	GED Winter Graduation
3 Feb - 7 Feb	GED Mid-Spring Applications
17-Feb	No school, Presidents' Day
3-Mar	GED Mid Semester Start Date
17-21 Mar	Spring Break / No school
18-Apr	No school, Good Friday
23-May	Last day for teachers and students
26-May	No school, Memorial Day
26-Jun	GED Spring Graduation

Calendar 2024-25 — Manatee Technical College — Student and Instructor Calendar - Day

July 2024						
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August 2024						
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September 2024						
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October 2024						
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November 2024						
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December 2024						
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January 2025						
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February 2025						
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March 2025						
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April 2025						
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May 2025						
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June 2025						
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						15/16

11 Month Teacher Total Contract Days	216	2024-25 Student Contact Days	200
11 Month Teacher Paid Holiday Days	6	2024-25 Total Instructional Hours	1300
11 Month Teacher Work Days	210		

Date	Event or Holiday
Jul 1 - 29	Summer Break - A few select programs conducted during Summer Break
Jul 30 & 31	Teacher Workdays
Aug 1 & 2	School/District Inservice
Aug 5	Teacher Workday
Aug 6	First Day Students / Begin Q1
Sep 2	No school, Labor Day
Oct 14	Record Day
Oct 16	End of Q1
Nov 11	No school, Veterans' Day
Nov 25-29	No school, Fall Break
Dec 23 - Jan 2	No school, Winter Break
Jan 3	Record Day
Jan 6	Teacher Inservice Day
Jan 20	No school, MLK Day
Jan 21	First Day Sem. 2 / Q3
Jan 30	Fall Graduation
Feb 17	No school, Presidents' Day
Mar 17-21	Spring Break
Mar 24	Record Day
Apr 3-6	HOSA State
Apr 10	End of Q3
Apr 18	No school, Good Friday
Apr 27-30	SkillsUSA State
May 26	No school, Memorial Day
Jun 13	No School, No Workday
Jun 18-21	HOSA National
Jun 19	No School, Juneteenth
Jun 20	No School, No Workday
Jun 22-27	SkillsUSA National
Jun 25	Last Day of Sem. 2 MTC
Jun 26	Record Day/Spring Graduation
⬡	Paid Holidays

AGENDA ITEM NO. 11.19

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Travel for Students and Advisor from Parrish Community High School to the National FFA Competition May 2-5, 2024, in Oklahoma City, Oklahoma (Multiple Funding Sources)

Executive Summary
FFA is an intra-curricular student organization for those interested in agriculture and leadership. FFA welcomes members who aspire to careers as teachers, doctors, scientists, business owners and more. National FFA is committed to the individual student, providing a path to achievement in premier leadership, personal growth and career success through agricultural education.

Students from Parrish Community High School qualified for the National Land Judging (May 1st in Oklahoma) by winning first place in the state contest on April 5, 2024. Land Judging is a team event consisting of four students. Students learn how to recognize the physical features of the soil, determine land capability, and evaluate management practices needed for proper stewardship.

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 travel for students and advisor from Parrish Community High School to the National FFA Competition, May 2-5, 2024, in Oklahoma City, Oklahoma (Multiple Funding Sources).

Financial Impact
Funding is provided by the Carl D. Perkins Secondary grant which includes funds set aside for this type of travel. Travel authorizations are submitted for final approval to the Superintendent.

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

Attachments:
Field Trip Request - PCHS FFA Land Judging 050224

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date 4/10/2024 Field Trip Date: 05/02/2024 School: Parrish Community HS

Date / Time of Departure from school: 05/02/2024 to 05/05/2024

Date / Departure time from field trip location:

Arrival time back at school:

Field Trip Coordinator Susan Grainger

Trip Destination – Name: Canadian County Event Center & Expo (Oklahoma)

Address: 3001 Jensen Road E, El Reno, OK 73036

Phone: Website:

Brief Description/Educational Purpose of the Trip:

Career Development Event and Qualified National Competition. Identify land and soils that are suitable for farming and construction. Practice sites provided at the time of registration and official contest site on the day of the event. Base location is Expo Center.

Advisor and students will travel by plane and use a rental car for the competition days.

Field Trip Type:

- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- X Type "C" * (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: 5 # of Students: 4

# of Chaperones: 1 Advisor

Type of Transportation:

_____ School Bus (bus requisition 20 days prior to trip)

_____ Special Needs Bus Is Required

_____ District Vans/Cars

_____ Walking

If Walking, define route:

Are there sidewalks and pedestrian crossings?

_____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)

X Rental

_____ Vehicle Educational Tour Group Name: Contact Info:

X Other Travelling by plane to OK, rental car during competition

The following information must be included for non-District transportation providers:

Name of Transportation Provider:

Address of Transportation Provider:

Phone # Transportation Provider:

Year, Type, & Make of Vehicles:

Proof of personal automobile liability insurance copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs ACT/PERKINS
Transportation Cost 3,800.0

Other Cost 2625.00

Total cost of the trip $6,425.00

Internal Account# _____
Admission Fee _____

Cost per student _____

How Trip is Funded:

_____ Discretionary ACT District Carl D. Perkins Secondary Grant
_____ Internal Accounts _____ Other
_____ Students Pay

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

_____ _____
Signature of Field Trip Coordinator *Date*

_____ _____
Principal Signature/Date *Signature of Sponsor/Date (Initial Approval of Request)*

_____
Signature Depart./Team Chair/Date

_____ _____
Final Principal Signature/Date Dir. (H.S.)/Date (Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities

Type "B" and "C" Signature Approvals Below

_____
Executive Director of School Management (Required for Type "B" and "C" Field Trips)

_____
Director of Risk Management (Required for Type "B" and "C" Field Trips)

_____
Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

_____
Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the principal at least two days prior to the trip.

AGENDA ITEM NO. 11.20

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval for Winner of the Manatee Science Technology Engineering and Math (STEM) Competition to Compete in the Regeneron International Science and Engineering Fair in Los Angeles, California May 11-17, 2024 (STEM Millage)

Executive Summary
The Manatee Science, Technology, Engineering and Math (STEM) Competition promotes science education and recognizes and rewards student achievement in science. Young scientist winners from middle and high schools participated in the Regional Fair held at Manatee Technical College February 2-3, 2024. One hundred twenty students presented their science research projects in thirteen different scientific categories and competed for awards. Twenty winners from the Regional Fair advanced to the State Science and Engineering Fair in Lakeland April 3 – 5, 2024. One winner from the Fair is awarded the opportunity to compete in the Regeneron International Science and Engineering Fair (ISEF) May 11-17, 2024.

Participating in the Regeneron International Science and Engineering Fair (ISEF) will provide the opportunity to showcase student research on an international stage, be evaluated by science, engineering, and industry professionals from around the world, and compete for more than $4 million in cash and awards including tuition scholarships, summer internships, scientific field trips, and laboratory equipment.

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 for one winner of the Manatee Science, Technology, Engineering and Math (STEM) competition to compete in the Regeneron International Science and Engineering Fair in Los Angeles, California, May 11-17, 2024 (STEM Millage).

Financial Impact
There will be no cost to the General Fund. The entire trip is funded through STEM Millage.

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
MHS ISEF Travel to Los Angeles, CA 5.11-5.18.2024

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 4/1/24 Field Trip Date: 5/11/24 School: Manatee High School

Date / Time of Departure from school: 5/11/24

Date / Departure time from field trip location: 5/18/24

Arrival time back at school: _____

Field Trip Coordinator Brittany Devlin

Trip Destination – Name: Los Angeles Convention Center

Address: 1201 S Figueroa St, Los Angeles, CA 90015

Los Angeles, California

Phone: (213) 741-1151 Website: https://www.lacclink.com/

Brief Description/Educational Purpose of the Trip:

International Science and Engineering Fair - student is competing

Field Trip Type:

- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- x Type "C"* (all overnight or out of state trips require additional approvals as defined in the signaturesection below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field TripHandbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B."Please provide as much information as possible in this regard to expedite approval.

Group Going: ISEF Competitor # of Students: 1

# of Chaperones: 1

Type of Transportation:

_____ School Bus (bus requisition 20 days prior to trip)

____ Special Needs Bus Is Required

_____ District Vans/Cars

_____ Walking

If Walking, define route: _____

Are there sidewalks and pedestrian crossings? _____

_____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)

_____ Rental Vehicle

_____ Educational Tour Group Name: _____ provided Contact Info: _____

x OtherNo District transportation

The following information must be included for non-District transportation providers:

Name of Transportation Provider: American Airlines

Address of Transportation Provider: P.O. Box 619616. DFW Airport, TX 75261-9616

Phone # Transportation Provider: 800-433- 7300

Funding/Costs_____
Transportation Cost 1006
Other Cost 525
Total cost of the trip 5294

Internal Account#_____
Admission Fee_____Cost per student 425

How Trip is Funded:
_____ Discretionary
_____ Internal Accounts
_____ Students Pay
x District Science Millage
_____ Other

I have read the Field Trip Handbook and fully understand andaccept my responsibilities as Field Trip Coordinator.

Brittany Devlin
Signature of Field Trip Coordinator

4/1/24
Date

Principal Signature/Date 4/1/24

Signature of Sponsor/Date(Initial Approval of Request)

Signature Depart./Team Chair/Date

Final Principal Signature/Date

Signature Activities

Dir.(H.S.)/Date(Acknowledgement that Field Trip Checklist form has been returnedtwo days prior to

Type "B" and "C" Signature Approvals Below

Sharon Scarbrough
Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Apr 2, 2024 15:51 EDT)
Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

AGENDA ITEM NO. 12.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing

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 0141.2 - Conflict of Interest Bylaw 0166 - Exempt Meetings Policy 2270 - Religion in the Curriculum Policy 2271 - Articulation and Access to Florida College System Institutions Policy 2460 - Exceptional Student Education Policy 2623 - Student Assessment Policy 5111.01 - Homeless Students Policy 5780 - Student/Parent Rights Policy 8330 - Student Records Policy 8390 - Animals on District Property Policy 8420 - Emergency Management

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Board Policies for March 19 and April 23 Hearing - Part 1.pdf
Board Policies for March 19 and April 23 Hearing - Part 2.pdf

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on April 23, 2024

Bylaw 0141.2 – Conflict of Interest (Revised)
The technical revision to this policy is the result of a proactive review of legal citations in policies. F.S. 112.313 outlines various standards of conduct applicable to public officers, employees, and local government attorneys.

Bylaw 0166 - Exempt Meetings (Revised)
Updated due to change in new state statute.

Policy 2270 - Religion in the Curriculum (Revised)
Policy 2270 is intended to address only religion in the curriculum. To avoid any confusion, the first sentence of this policy is marked for deletion, since it refers to devotional exercises and displays of a religious character (which are not specific to the curriculum). However, a note is included at the end of the policy referring to Policy 8800 (Religious and Other Ceremonies and Observances) and Policy 8805 (Model Policy on Religious Expression in Public Schools) since they are more comprehensive and address requirements related to the language proposed for deletion. The proposed revisions are part of our proactive policy review process.

Policy 2271 – Articulation and Access to Florida College System Institutions (Revised)
The proposed technical revision to this policy is the addition of a legal reference to F.A.C Rule 6A-10.024 (Articulation Between and Among Universities, Florida Colleges and School Districts)

Policy 2460 - Exceptional Student Education (Revised)
Policy 2460 includes a new legal reference to F.A.C. Rule 6A-6.03028 (Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities) for required content in a student's IEP and the new requirement that notice of the transfer of parent rights be provided at least one (1) year before the student reaches age eighteen (18). The notice of transfer of parental rights addition is based on the recent amendment to F.A.C. Rule 6A-6.03311.

Policy 2623 - Student Assessment (Revised)
This policy is revised to reflect a recent amendment to F.A.C. Rule 6A-10.042 (Test Administration and Security) which expands the categories of persons who are permitted to administer and proctor statewide assessments.

Policy 5111.01 – Homeless Students(Revised)
The revision includes a reference to language from non-regulatory guidance from the U.S. Department of Education (ED)(Education for Homeless Children and Youth Programs, Non-Regulatory Guidance) further specifying how the school district may determine whether a child or youth resides in "substandard housing."

Policy 5780 - Student/Parent Rights (Revised)
The revisions to this policy include the following: (1) new language regarding Dropout Prevention and Academic Intervention Program parental notification requirements as set forth in F.A.C. Rule 6A-6.0521 (Definitions and Requirements Which Apply to All Dropout Prevention Programs); (2) new language pertaining to parental notification when a student in grades K-4 has a substantial deficiency in mathematics as required under F.S. 1008.25(6)(c); and, (3) a new legal reference to F.A.C. Rule 6A-6.0521.

Policy 8330 - Student Records (New Policy)
This policy is being added to our Board Policies and is in response to recent amendments to F.A.C. Rule 6A-1.0955 (Education Records) and include a definition of "online educational services" and a prohibition on sharing or selling a student's PII for commercial purposes. A new legal reference to F.A.C. Rule 6A-1.09550 (Student Online Personal Information Protection) is also included in the update.

Policy 8390 - Animals on District Property (Revised)
Updated language added.

Policy 8420 - Emergency Management (Revised)
This policy is revised to comply with amendments to F.A.C. Rule 6A-1.0018 (School Safety Requirements and Monitoring). The revised policy identifies the public safety agencies to be involved in the development of policies and procedures for emergency and fire drills and includes provisions for the completion and distribution of after-action reports.

Book	Policy Manual
Section	Vol. 24, No. 2, Nov. 2023
Title	Technical Correction - Vol. 24, No. 2 - Nov. 2023 - CONFLICT OF INTEREST
Code	po0141.2
Status	From Neola
Adopted	November 9, 2016
Last Revised	January 25, 2022

Technical Correction - Vol. 24, No. 2

0141.2 - **CONFLICT OF INTEREST**

In addition to the provisions of Bylaw 0124 pertaining to standards of ethical conduct, a School Board member shall not have any direct financial interest in a contract with the School District nor shall s/he furnish directly any labor, equipment, or supplies to the District.

Further, Board members are governed by the Florida Consitution, the *Code of Ethics for Public Officers and Employees*, Part III of F.S. Chapter 11, other statutes in the school code, and the Florida Commission on Ethics.

The following is a summary of the Constitutional and statutory mandates. They are not definitive rules and the statute must be consulted for applicable definitions and for exemptions.

A. Standards of Conduct

1. Gifts

No Board member shall accept a gratuity, gift, or favor that might influence professional judgment or obtain special advantages. No Board member may either solicit or accept anything of value - including a gift, loan, reward, promise of future employment, favor, or service - that is based on any understanding that the vote, official action, or judgment of the Board member would be influenced by such gift.

2. Other Prohibited Gifts

No Board member may solicit any gift, food, or beverage from a person, vendor, potential vendor, any other entity doing business with the Board, political committee or committee of continuous existence, or from a lobbyist who lobbies the Board (or the partner, firm, employer, or principal of the lobbyist). No Board member or any person on behalf of the Board member may knowingly accept, directly or indirectly, a gift from a person, vendor, potential vendor, any other entity doing business with the Board, political committee or committee of continuous existence, or from a lobbyist who lobbies the Board (and related individuals and entities, including, but not limited to, the partner, firm, employer, or principal of the lobbyist), if the Board member knows or reasonably believes the gift has a value in excess of $50 - unless the gift is accepted on behalf of and transferred promptly to a governmental entity or a charitable organization, or is given to the Board member by a governmental entity for a public purpose. Gifts from relatives and gifts associated primarily with the recipient's employment or business are not prohibited. Food or beverage consumed at a single sitting or event may be accepted.

"Vendor" is defined as a business entity doing business directly with the Board, such as renting, leasing, or selling realty, goods, or services. (See F.S. 112.3148)

3. Honoraria

No Board member may solicit an honorarium related to the member's public office or duties. No Board member may solicit an honorarium from a person, vendor, potential vendor, or other entity doing business with the Board, from a political committee, or from a lobbyist (and related individuals and entities) who

lobbies the reporting individuals agency. The term "honorarium" does not include payment for services related to employment held outside the position of Board member which requires disclosure. Acutal and reasonable transportation, lodging, and food and beverage expenses related to the honorarium even for a Board member and spouse may be accepted. (See F.S. 112.3149)

"Vendor" is defined as a business entity doing business directly with the Board, such as renting, leasing, or selling realty, goods, or services. (See F.S. 112.3148)

4. Doing Business with One's Agency

No Board member acting in his/her official capacity may, directly or indirectly, purchase, rent, or lease any realty, goods, or services from a business entity in which the Board member, his/her spouse, or child is an officer, partner, director, or proprietor, or in which the Board member, his/her spouse, or child (or any combination of them) owns a material interest. Nor may a Board member, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the Board or any of its agencies.

5. Unauthorized Compensation

No Board member or his/her spouse or minor child may accept any compensation payment, or thing of value which, with the exercise of reasonable care, is known or should be known to influence the vote or official action of such Board member.

6. Disproportionate Benefit

Board members are prohibited from abusing their position in order to obtain a "disproportionate benefit" for themselves, their spouse, children, employer, or entities with which they have certain business interests. A disproportionate benefit means a benefit, privilege, exemption, or result arising from an act or omission by a public officer that is inconsistent with the proper performance of their public duties.

7. Misuse of Public Position

No Board member shall corruptly use or attempt to use his/her official position or any property or resource within his/her trust or perform his/her official duties, to secure or obtain a special privilege, benefit, or exemption for the Board member or others.

It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment may conflict even though such conflict may not exist.

8. Disclosure or Use of Certain Information

Board members shall not disclose or use information not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit of any other person or business entity.

9. Employees Holding Office

A Board employee shall not be a member of the Board while simultaneously continuing as an employee.

B. Voting Conflicts

A Board member shall not vote in an official capacity on any matter which would inure to his/her special gain or loss, or to the special gain or loss of a principal by whom s/he is retained, or to the parent organization or subsidiary of a corporate principal by which s/he is retained, or to the special gain or loss of a relative or business associate.

In the event a Board member is employed by a corporation or business or has a secondary interest in a corporation or business which furnishes goods or services to the School District, the Board member shall declare his/her interest and refrain from debating or voting upon the question of contracting with the company.

It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment may conflict even though such conflict may not exist.

The Board member shall make every reasonable effort to disclose the nature of the Board member's interest as a public record in a memorandum filed with the Board's secretary. If it is not possible for the Board member to file a memorandum before the vote, the memorandum must be filed within fifteen (15) days with the Board's secretary.

C. Additional Provisions

1. Board members shall accept no gifts from any individual, firm, or business entity which the Board member has reason to believe is doing business with or seeking to do business with the District. Meals and admissions to events that relate directly to the school system may be accepted.

2. Board members shall not participate in trips paid by a vendor or potential vendor for the purpose of inspecting products or programs useful to the District. Such trips, if deemed necessary, shall always be made at District expense and approved by the Board at a public meeting.

3. Board members, their spouses, or campaign committees shall not solicit any vendor or any employee of this District to make contributions to any political campaign or testimonial.

4. Board members shall not solicit nor accept personal discounts on merchandise or services from individuals, firms, or business entities that the Board member has reason to believe are doing business with or seeking to do business with this District unless those discounts are available to the general public.

5. No Board member may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the District, unless the recommendation is made at a public meeting of the Board.

6. Board members are prohibited from acting as an agent or attorney for compensation for anyone in connection with any matter in which the District is interested for two (2) years after their Board service terminates.

F.S. 112.311
F.S. 112.313
F.S. 1001.42

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0166 - **EXEMPT MEETINGS**

The School Board is committed to transparency and conducting its meetings in the public. However, certain meetings are exempt from Florida's Open Meetings laws. Examples of such meetings include, but are not limited to, the following:

A. all discussions between the Superintendent, or the Superintendent's representative, and the Board relative to collective bargaining (i.e. "Executive Sessions");

B. meetings between the Board, the Superintendent, and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency (i.e. "Shade Meetings");

   Such meetings must meet the following conditions:

   1. The Board's attorney shall advise the Board at a public meeting that they desire advice concerning the litigation.

   2. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

   3. The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the Board's clerk within a reasonable time after the meeting.

   4. The Board shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Board chair shall announce the termination of the session.

   5. The transcript shall be made part of the public record upon conclusion of the litigation.

C. student expulsion hearings;

D. portions of any meeting relating directly to or that would reveal security and fire safety systems, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems;

E. risk management sessions; and

F. any other meetings permitted to be exempt under Florida law.

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F.S. 255.065

F.S. 119.0725

F.S. 286.0113

F.S. 447.605

F.S. 768.28

F.S. 1006.07

Book	Policy Manual
Section	Vol. 24 No. 2 REVISED
Title	Copy of RELIGION IN THE CURRICULUM
Code	po2270 12/6/23
Status	
Adopted	June 27, 2017

2270 - **RELIGION IN THE CURRICULUM**

~~Based on the First Amendment protection from the establishment of religion in the schools, no devotional exercises or displays of a religious character will be permitted in the District in the conduct of any program or activity under the jurisdiction of the School Board.~~ Instructional activities shall not be permitted to advance or inhibit any particular religion or religion generally.

An understanding of religions and their effects on civilization is essential to the thorough education of young people and to their appreciation of a pluralistic society. To that end, the curriculum may include as appropriate to the various ages and attainments of the students, instruction about the religions of the world.

The School Board acknowledges the degree to which a religious consciousness has permeated the arts, literature, music, and issues of morality. The instructional and resource materials approved for use in the District schools frequently contain religious references or concern moral issues that have traditionally been the focus of religious concern. That such materials may be religious in nature shall not, by itself, bar their use by the District. The Board directs that instructional staff members employing such materials be neutral in their approach and avoid using them to advance or inhibit religion in any way.

The Board recognizes that religious traditions vary in their perceptions and doctrines regarding the natural world and its processes. The curriculum is chosen for its place in the education of the District's students, not for its conformity to religious principles. Students should receive unbiased instruction in the schools so they may privately accept or reject the knowledge thus gained, in accordance with their own religious tenets.

Accordingly, no student shall be exempted from attendance in a required course of study on the grounds that the instruction therein interferes with the free exercise of his/her religion.

No classroom teacher shall be prohibited from providing reasonable periods of time for programs of meditation upon a moral, philosophical, or patriotic theme. No student shall be required to participate in such programs or meditations if they are contrary to the religious convictions of the student or his/her parents or guardians.

See also Policy 8800 - *Religious and Other Ceremonies and Observances* and Policy 8805 - *Model Policy on Religious Expression in Public Schools.*

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Legal F.S. 1003.45

U.S. Consti. Amend. 1

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 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.

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.

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Revised 5/9/23
Revised 11/14/23

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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

Book	Policy Manual
Section	Vol. 24 No. 2 REVISED
Title	Copy of EXCEPTIONAL STUDENT EDUCATION
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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~~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 asdescribed 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.

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.

Revised 11/14/17
Revised 12/13/22
Revised 11/14/23

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F.S. 1001.41

F.S. 1001.42

F.S. 1002.20

F.S. 1003.01(3)

F.S. 1003.4156

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

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

Book	Policy Manual
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Title	Copy of STUDENT ASSESSMENT
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Last Revised	December 13, 2022

2623 - **STUDENT ASSESSMENT**

The School Board shall assess student achievement and needs in all program areas in compliance with the law and rules of the State Board of Education. The purpose will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of this District. Each student must participate in the Statewide standardized assessment program and the local assessment program as required by law.

Student performance data shall be used in developing objectives for the school improvement plan, evaluating instructional personnel and administrative personnel, assigning staff, allocating resources, acquiring instructional materials and technology, implementing performance-based budgeting, and promoting and assigning students to educational programs. The analysis of student performance data will identify strengths and needs in the educational program and trends over time, and be used in conjunction with budgetary planning and development of remediation programs.

The Board shall require the following:

A. mandatory participation by all eligible students as defined by State Board of Education rules;

B. Statewide assessments offered by the State be made available to all Florida Virtual School students in the District;

C. industry certification examinations, national assessments, and Statewide assessments be taken at the student's regularly assigned school unless an alternative site is mutually agreed to by the District and the Florida Virtual School or authorized contractor;

The school will notify FLVS of the date and time of the administration of each examination or assessment.

D. parents be informed of the testing program of the schools and of the Statewide, standardized tests or the local assessments that are to be administered to their children;

E. data regarding individual test scores on either the Statewide, standardized tests or the local assessments be entered on the student's cumulative record, where it will be subject to the policy of this Board regarding student records;

F. school and District test results will be reported to the public annually;

G. the Superintendent has procedures in place for the annual assessment of Kindergarten through 10th grade students on their reading proficiency and identify those students who are reading below grade level. S/He shall ensure that each student's teacher is involved in the assessment and in the identification of those students who are reading below grade level.

The school will notify the parent of each student who exhibits a deficiency in reading, shall consult with the parent in the development of a progress monitoring plan, and will provide intensive reading instruction to the student until the deficiency is corrected.

Statewide Standardized Assessment

The School District shall administer the Statewide, standardized tests to students at the grade levels and for the subjects at the times designated by the Florida Commissioner of Education. The Statewide standardized assessment program consists of Statewide, standardized comprehensive assessments, end-of-course (EOC) assessments, Kindergarten Readiness Screener, ACCESS for ELLs, and the Florida Standards Alternate Assessment.

A Statewide standardized EOC assessment must be used as the final cumulative examination for its associated course. No additional final assessment may be administered in a course with a Statewide standardized EOC assessment. A District-required local assessment may be used as the final cumulative examination for its associated course in accordance with Board policy.

Local Assessments

The District will provide a student's performance results on District-required local assessments to the student's teachers and parent within one (1) week after administering such assessments unless the superintendent determines in writing that extenuating circumstances exist and report the extenuating circumstances to the Board. Results will be made available through a web-based portal as part of the District's student information system and in a printed format upon request by a student's parent.

Local Assessment Committees

The Superintendent is authorized to convene local assessment committees to evaluate the assessments that are available to measure the performance of the District's students in all subjects and grade levels not measured by Statewide, standardized assessments, and to recommend to the Superintendent the assessment that would be most appropriate for the purpose required by State law. In so doing, these committees shall consider item banks, facilitating the sharing of developed tests with other school districts, acquiring assessments from State and national curriculum-area organizations, and providing technical assistance in best professional practices of test development based upon State-adopted curriculum standards, as well as established protocols for Statewide, standardized assessments concerning administration, scoring, and security.

Upon approval of the Superintendent of the specific type of assessment to be used at each grade level and for each subject not measured by a Statewide, standardized assessment, these committees shall then be responsible for the selection and/or development of each specific assessment, the development of the protocols that will govern the administration of the assessment, the protocols to be used in the scoring of each local assessment, and any protocols necessary for test security. The committee shall also be responsible for recommending to the Superintendent the method for collecting assessment results.

During the development of the local assessment program, progress reports may be made to the Board about the work of the local assessment committees, and when development of the local assessment program for each grade level and subject area has not been completed.

The Superintendent may charge the local assessment committees with the responsibility of annually reviewing and analyzing the performance results of the students at each grade level or subject for which they developed the local assessment instrument.

The local assessment committee will also be responsible for analyzing the reliability and validity of the assessment instrument, and making revisions to the instrument, if need be. The Superintendent may provide technical assistance to the committees in determining the reliability and validity of the assessment instrument.

Scheduling of Assessments

A. The State establishes the schedules for the administration of any Statewide standardized assessments and the Board approves the schedules as an agenda item at a Board meeting. The District will publish the testing schedules on its website using the Department of Education's uniform calendar with the information required by State law.

   The Board will submit the schedules to the Department of Education by October 1st of each year. Each District will publish the schedules for Statewide, standardized assessments and District-required assessments on its website using the uniform calendar.

B. The Board will not schedule more than five percent (5%) of a student's total school hours in a school year to administer Statewide standardized assessments, the coordinated screening and progress monitoring system under F.S. 1008.25(8)(b)2., and District-required local assessments. The Board will secure written consent from a student's parent before administering District-required local assessments that, after applicable Statewide standardized assessments and coordinated screening and progress monitoring are scheduled, exceed the five percent (5%) test administration limit for that student. The five percent (5%) test administration limit for a student may be exceeded if necessary to provide test accommodations that are required by an IEP or are appropriate for an English language learner who is currently receiving services in the District's English language learner program.

Assessment Preparation

No school in this District may suspend the regular program of curricula to administer practice assessments or engage in other assessment-preparation activities for a Statewide standardized assessment. However, the Board authorizes schools to:

A. distribute to students sample assessment books and answer keys that are published by the Florida Department of Education;

B. provide individual instruction in assessment-taking strategies without suspending the school's regular program of curricula for a student who scores at Level 1 or Level 2 on a prior administration of the Statewide assessment;

C. provide individualized instruction in the content knowledge and skills assessed, without suspending the school's regular program of curriculum for a student who scores at Level 1 or Level 2 on a prior administration of the Statewide assessment or a student who, through a diagnostic assessment administered by the District is identified as having a deficiency in the content knowledge and skills assessed; and

D. administer a practice assessment or engage in other assessment preparation activities for the Statewide assessment which are determined necessary to familiarize students with the organization of the assessment, the format of the assessment items, and the assessment directions, or which are otherwise necessary for the valid and reliable administration of the assessment, as set forth in rules adopted by the State Board of Education.

Students with Disabilities

A. **Participation in Statewide Standardized Assessments with or without Accommodations**

All students with disabilities will participate in the Statewide standardized assessment program based on State standards, pursuant to F.A.C. 6A-1.09401, without accommodations unless the student's individual educational plan (IEP) team, or the team that develops the plan required under Section 504 of the Rehabilitation Act, determines and documents that the student requires allowable accommodations during instruction and for participation in a Statewide standardized assessment.

"Accommodations" are defined as adjustments to the presentation of the Statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a Statewide standardized assessment to include amount of time for administration, settings for administration of a Statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a Statewide standardized assessment. Accommodations that negate the validity of a Statewide standardized assessment are not allowable.

The provision of accommodations for students with disabilities shall be provided in accordance with section 4 (a) through (e) of F.A.C. 6A-1.0943 and applicable State and Federal laws.

B. **Florida Standards Alternate Assessment**

A student with a disability, as defined in F.S. 1007.02(2), for whom the IEP Team determines that the Statewide standardized assessments 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 a waiver shall be designated on the student's transcript. The statement of waiver shall be limited to a statement that performance on an assessment was waived for the purpose of receiving a course grade or a standard high school diploma, as applicable.

The alternative assessment program is designed for a student with a significant cognitive disability and includes the Florida Standards Alternate Assessment (FSAA) - Performance Task and the FSAA - datafolio assessments. The decisions of whether a student is eligible to participate in the alternative assessment program and whether the student should participate in the FSAA - Performance Tax or FSAA - datafolio assessments is determined by the student's IEP team and delineated on the student's IEP. Such determination must be in accordance with the criteria set forth in Florida law including, but not limited to, F.A.C. 6A-1.0943 and 6A-1.09430.

C. **Extraordinary Exemptions**

A student with a disability for whom the IEP team determines is prevented by a circumstance or condition, as those terms are defined in F.S. 1008.212, from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment pursuant to F.S. 1008.22(3)(c) shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral, or significant cognitive disability or the receipt

of services through the homebound or hospitalized program is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.

Once an IEP Team determines that a student with a disability is prevented by a "circumstance" or "condition" as defined in F.S. 1008.212 from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment under F.S. 1008.22(3)(c), the IEP Team, which must include the parent, may submit to the superintendent a written request for an extraordinary exemption from the administration of the assessment pursuant to F.S. 1008.212.

The written request for an extraordinary exemption may be made at any time during the school year but not later than sixty (60) days before the first day of the administration window of the assessment for which the request is made. The request must include the following information:

1. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills.
2. Written documentation of the most recent evaluation data.
3. Written documentation, if available, of the most recent administration of Statewide standardized assessments.
4. A written description of the circumstances or conditions, as defined above, effect on the student's participation in Statewide standardized assessments.
5. Written evidence that the student has had an opportunity to learn the skills being tested.
6. Written evidence that the student has been provided appropriate instructional accommodations.
7. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP which are allowable in the administration of a Statewide standardized assessment.
8. Written evidence of the circumstance or condition as defined above.
9. The name, address, and phone number of the student's parent.

The superintendent will recommend to the Commissioner of Education whether the request should be granted or denied, and the Commissioner will grant or deny the requested exemption within thirty (30) calendar days of receipt of the superintendent's request. A copy of the District's procedural safeguards as required in F.A.C. 6A-6.03311 shall be provided to the parent. If the parent disagrees with the IEP Team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent.

D. **Exemption Options for Students with a Medical Complexity**

In addition to the exemption option available under F.S. 1008.212, a student with a medical complexity as defined in F.S. 1008.22 may be exempt from participating in Statewide standardized assessments, including the Florida Alternate Assessment. If a parent consents in writing and the student's IEP team determines that the student should not be assessed based on medical documentation that confirms that the student meets the criteria of medical complexity, the parent may select from the assessment exemption options set forth in F.S. 1008.22.

Test Administration and Security

The ~~District~~Board may contract with qualified contractors to administer and proctor Statewide standardized assessments or local assessments required under State law. Assessments may be administered or proctored by qualified contractors at sites that meet criteria established by rules of the State Board of Education and adopted pursuant to State law to implement these contracting requirements.

~~The District may use District~~Board employees, such as education paraprofessionals, licensed, certified instructors, or education services officer test administrators as described in F.S. 1008.213 may ~~to~~ administer and proctor Statewide, standardized assessments or assessments associated with Florida approved ~~course~~courses under F.S. 1003.499. ~~District employees~~All test administrators and proctors for the Statewide assessments will be trained according to rules of the State Board of Education before performing such duties.

Board employees who are involved in handling, administering, proctoring or scoring of tests shall not:

A. reveal, copy or otherwise reproduce tests or individual test questions, except as authorized;

B. assist examinees in answering test questions by any means;

C. interfere with examinees' answers;

D. give answer keys to examinees or any unauthorized person.

Board employees who are involved in administering or proctoring tests, or who teach or otherwise prepare examinees, shall not participate in, direct, aid, or counsel, assist in, or encourage any activity that could result in the inaccurate measurement or reporting of the examinees' achievement.

The Board shall take appropriate and necessary actions against any employee who knowingly and willfully violates test security rules adopted by the FLDOE for any Statewide standardized assessments.

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Legal

F.S. 1002.37
F.S. 1002.395
F.S. 1003.4282
F.S. 1008.212
F.S. 1008.22
F.S. 1008.23
F.S. 1008.24
F.S. 1008.25
F.A.C 6A-1.09422
F.A.C. 6A-1.0943
F.A.C. 6A-1.09430
F.A.C. 6A-1.09431
F.A.C. 6A-1.09432

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Revised Policy - Vol. 24, No. 2

5111.01 - **HOMELESS STUDENTS**

Definitions

Children and youth who are identified as meeting the Federal definition of "homeless" will be provided a free appropriate public education (FAPE) (including a public preschool education) in the same manner as all other students of the District and other services needed to provide equal opportunity to meet the same challenging State academic standards to which all students are held. To that end, homeless students will not be stigmatized or segregated on the basis of their status as homeless. The District shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness. The District shall regularly review and revise its policies, including school discipline policies that impact homeless students, including those who may be a member of any of the protected classes (Policy 2260 - *Nondiscrimination and Access to Equal Educational Opportunity*).

This policy and AP 5111.01, *Homeless Students (Role of the Liaison)*, are designed to identify students experiencing homelessness and to refer such students and their families for services available through the McKinney-Vento Act and services provided by local community social service entities.

Definitions

"Students experiencing homelessness" pursuant to State law means individuals who lack a fixed, regular, and adequate nighttime residence (as defined in 42 U.S.C. Section 11432) and include children and youth who meet any of the following criteria:

A. children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

B. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

C. children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

D. migratory children who are living in circumstances described in A through C above.

"Unaccompanied homeless youth" means a child or youth whose living arrangement qualifies as homeless under the definitions above and who is not in the physical custody of a parent or guardian.

~~**NOTE:**~~ According to ~~nonregulatory~~non-regulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see *Education for Homeless Children and Youth Programs, Non-Regulatory Guidance,* U.S. Department of Education (ED), for factors to consider when determining whether a child or youth is living in "substandard housing". For purposes of whether a child or youth resides in "substandard housing," the District may

consider whether the setting in which the family, child, or youth is living lacks one (1) of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities.

Pursuant to the McKinney-Vento Act, an unaccompanied youth includes a homeless child or youth and not in the physical custody of a parent or guardian. Under State law an unaccompanied homeless youth who is sixteen (16) years of age or older and found to be an unaccompanied homeless youth eligible for services under Federal law shall be issued a certificate by the District's McKinney-Vento Liaison on District letterhead documenting their status which is to be accepted by medical providers and the courts.

Additionally, pursuant to Federal and State law, children or youth who are experiencing homelessness also include migratory children who are living in circumstances described in A-D above.

Questionnaire(s)

The District shall create and utilize a student housing questionnaire(s) to be used in all public schools, including charter schools, to identify students who are experiencing homelessness and who may be eligible for ~~serivces~~services under the McKinney-Vento Act. The following requirements apply:

A. A student housing questionnaire must be provided to parents, guardians, and unaccompanied homeless youth at least once annually and whenever there is evidence that a student may be experiencing homelessness throughout the school year.

B. A student housing questionnaire must be included in the annual school enrollment packet.

C. A student housing questionnaire may be distributed or returned electronically, but it must be available in hard copy, if requested.

Beginning July 1, 2024, any student housing questionnaire will prominently explain that the purpose of the form is to identify students and families who may be eligible for services in the school or local community. In addition, the questionnaire will request the following information:

A. student's name (first name, middle initial, last name);

B. student's birth date;

C. student's school and grade;

D. names, birthdates, school, and grade for each additional child or youth in the household;

E. parent's or guardian's name;

F. street address;

G. length of time at current address;

H. former address;

I. parent's, guardian's, or unaccompanied homeless youth's phone number;

J. parent's, guardian's, or unaccompanied homeless youth's signature and date of signature;

K. selection of nighttime residence type, using the residences defined in the "Homeless Student, PK-12" data element in F.A.C. 6A-1.0014;

L. selection if the student is an unaccompanied homeless youth, as defined in 42 U.S.C. Section 11434(a)(6);

M. selection of homelessness cause, using the causes defined in the "Homelessness Cause" data element in F.A.C. 6A-1.0014.

Services to Homeless Children and Youth

The District will provide services to homeless students that are comparable to other students in the District, including:

A. transportation services (Policy 8600 - *Transportation*);

B. public preschool programs and other educational programs and services for which the homeless student meets eligibility criteria including:

1. programs for children with disabilities (Policy 2460 - *Exceptional Student Education*)

2. programs for English learners (ELs) (i.e., students with Limited English Proficiency (LEP)) (Policy 5780 - *Student/Parent Rights*);

3. programs in career and technical education (Policy 2421 - *Career and Technical Education*);

4. programs for gifted and talented students (Policy 2460 - *Exceptional Student Education*; Policy 5780 - *Student/Parent Rights*);

5. school nutrition programs(Policy 5335.01 - *Diet Modifications*; Policy 8500 - *Food Service Program*; Policy 8510 - *Wellness*; Policy 8531 - *Free and Reduced-Price Meals*);

6. before - and after-school programs (**( )** Policy 2262V1 - *Latchkey Program*; **( )** Policy 2262V2 - *School-Age Child Care*); and

7. Title I programs (Policy 2261 - *Title I Services*; Policy 2261.01 - *Parent Participation in Title I Programs*; Policy 2261.02 - *Title I - Parents' Right to Know*).

The Superintendent will appoint a McKinney-Vento Liaison who will perform the duties as assigned by the Superintendent, including those required under F.A.C. 6A-10.088. Additionally, the Liaison will:

A. coordinate District programs;

B. collaborate with other school districts, community services providers, and organizations, including:

1. local social services and other community agencies to provide support to homeless students and their families;

2. other school districts regarding homeless student-related transportation, transfer of school records, and other inter-District activities as needed; and

3. housing authorities.

C. collaborate with the State Coordinator for the Education of Homeless Children and Youth and school personnel responsible for the provision of education and related services to homeless children and youths, including exceptional student education needs. For more information on the role of the Liaison, refer to AP 5111.01.

Unaccompanied homeless high school youth will receive counseling to prepare and improve their readiness for postsecondary education.

School Stability

Maintaining a stable school environment is crucial to a homeless student's success in school. An "eligible school" is the school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend. To ensure stability, the District must make school placement determinations based on the "best interest" of the homeless child or youth based on student-centered factors. The District must:

A. continue the student's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year even if the child or youth becomes permanently housed during an academic year and continued to receive all McKinney-Vento Act benefits; or

B. enroll the student in any public school that non-homeless students who live in the attendance area in which the child or youth, or the family of the child or youth, is actually living are eligible to attend.

When determining a child or youth's best interest, the District must assume that keeping the homeless student in the school of origin is in that student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or the student if they are an unaccompanied youth. The school of origin is the school the student attended when permanently housed or the school at which the student was last enrolled, including a public preschool. The school of origin also includes the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

When determining the student's best interest, the District must also consider student-centered factors, including the impact of mobility on achievement, education, health, and safety of homeless students and give priority to the request of the student's parent or guardian, or youth (if an unaccompanied youth). The District also considers the school placement of siblings when making this determination.

If the District finds that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian, or unaccompanied youth, the District must provide the individual with a written explanation and reason for the determination in a manner and form understandable to the parent, guardian or unaccompanied youth. This written explanation will include appeal rights and be provided in a timely manner.

Immediate Enrollment

The District has an obligation to remove barriers to the enrollment and retention of homeless students. Enroll and enrollment include attending classes and participating fully in school activities. If a school other than the student's school of origin is chosen on the basis of a best interest determination, the homeless student must be immediately enrolled, even if the student does not have the documentation typically necessary for enrollment, such as immunization and other required health records, proof of residency, proof of guardianship, birth certificate, or previous academic records. The homeless student must also be enrolled immediately regardless of whether the student missed application or enrollment deadlines during the period of homelessness, fails to meet uniform or dress code requirements, or has outstanding fines or fees. Students must be provided appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school.

The enrolling school must immediately contact the school last attended by the homeless student to obtain relevant academic or other records. If the student needs immunization or other health records, the enrolling school must immediately refer the parent, guardian or unaccompanied youth to the Liaison, who will help obtain the immunizations, screenings or other required health records. Records usually maintained by the school must be kept so that they are available in a timely fashion if the child enters a new school or district. These records include immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs. Procedures for inter-State records transfer between schools should be taken into account in order to facilitate immediate enrollment.

In addition, it shall be the District's responsibility to make sure that, once identified for services, the homeless student is attending classes and not facing barriers to accessing academic and extra-curricular activities for which they meet relevant eligibility criteria, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs (if available).

Transportation

The District shall promptly provide homeless students with transportation services that are comparable to those available to non-homeless students. At the request of the parent or guardian, or the liaison in the case of an unaccompanied youth, the District shall provide, or arrange for, transportation to and from the student's school of origin.

A. If the homeless student continues to live in the District, transportation shall be provided, or the District shall arrange for the student's transportation, to/from their school of origin.

B. If the homeless student resides in another school district, but the best interest determination is that the student should continue their education at the school of origin in the District, the District and the school district in which the student now resides shall agree upon a method to equitably apportion responsibility and costs for transportation to the school of origin.

   If there is not agreement, the District shall assume responsibility to transport the student from the district of residence to the school of origin in the District. Since Federal law requires that the responsibility and costs to be shared equally, the district of residence shall be invoiced for their share of the cost for transportation.

C. If the homeless student resides in the District, but the best interest determination is that the student should continue their education at the school of origin in another district, the District and the school district in which the student's school of origin is located shall agree upon a method to equitably apportion responsibility and costs for

transportation to the school of origin.

If there is no agreement, the District shall assume responsibility to transport the student to the school of origin in the other district. Since Federal law requires the responsibility and costs for transportation services to be shared equally, the district in which the school or origin is located shall be invoiced for their share of the cost for transportation.

D. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

The mode of transportation shall be determined in consultation with the parent or guardian and shall be based on the best interest of the student.

In accordance with Federal law, the above transportation requirements still apply during the resolution of any dispute. The District will work with the State to resolve transportation disputes with other districts. Until the Districts reach agreement, the responsibility and costs for transportation shall be shared equally costs for transportation are to be shared equally.

If the disputing district is in another State, the District will turn to the State for assistance as Federal guidance says that both states should try to arrange an agreement for the districts.

Dispute Resolution

Homeless families and youths have the right to challenge placement and enrollment decisions. If a dispute arises between a school and a parent, guardian or unaccompanied youth regarding eligibility, school selection, or enrollment of a homeless student, the District must follow its dispute resolution procedures, consistent with the State's procedures. If such a dispute occurs, the District will immediately enroll the homeless student in the school in which enrollment is sought pending final resolution of the dispute, including all appeals. The student will receive all services for which they are eligible until all disputes and appeals are resolved.

Pursuant to Federal and State law, State Board rule, and this policy, the District will provide the parent, guardian, or unaccompanied youth with a written explanation of all decisions regarding school selection and enrollment made by the District, along with a written explanation of appeal rights.

The District's notice and written explanation about the reason for its decision will include, at a minimum, an explanation of how the school reached its decision regarding eligibility, school selection, or enrollment, including the following:

A. a description of the proposed or refused action by the school;

B. an explanation of why the action is proposed or refused;

C. a description of other options the school considered and why those options were rejected;

D. a description of any other relevant factors to the school's decision and information related to the eligibility or best interest determination such as the facts, witnesses, and evidence relied upon and their sources; and

E. an appropriate timeline to ensure deadlines are not missed.

The District's notice and written explanation shall include contact information for the Liaison and the State Coordinator, and a brief description of the roles of each. The District's notice and written explanation shall also inform the parent, guardian, or unaccompanied youth that the Liaison is responsible for providing information describing the State-level dispute resolution process and distributing the appropriate forms to all parties wanting to file an appeal.

To initiate the State-level appeals process, within ten (10) working days after receiving written notification of the District-level or inter-district decision, the parent, guardian, or unaccompanied youth may file an appeal with the Liaison, who must provide it to FLDOE. Upon receipt of an appeal, the Liaison is required to notify FLDOE of the State-level appeal and provide that appeal to the FLDOE. The local liaison also must log incidents of State-level appeals in the FLDOE Online Dispute Resolution Tracking System.

The FLDOE and the Commissioner of Education will render a decision on any appeal and provide a copy of such decision to the parties.

All decisions and notices shall be drafted in a language and format appropriate for low-literacy, limited vision readers, and individuals with disabilities.

For children and youth and/or parents or guardians who are English learners or whose dominate language is not English, the District will provide translation and interpretation services in connection with all phases of the dispute resolution process pursuant to Federal laws.

The District will also provide electronic notices via email if the parent, guardian or unaccompanied youth has access to email followed by a written notice provided in person or sent by mail.

Homeless Children in Preschool

Homeless preschool-aged children and their families shall be provided equal access to the educational services for which they are eligible, including preschool programs, including Head Start programs, administered by the District. Additionally, the homeless child must remain in the public preschool of origin, unless a determination is made that it is not in the child's best interest. When making such a decision on the student's best interest, the District takes into account the same factors as it does for any student, regardless of age. It also considers pre-school age specific factors, such as 1) the child's attachment to preschool teachers and staff; 2) the impact of school climate on the child, including school safety; the quality and availability of services to meet the child's needs, including health, developmental, and social-emotional needs; and 3) travel time to and from school.

The District must also provide transportation services to the school of origin for a homeless child attending preschool. It is the District's responsibility to provide the child with transportation to the school of origin even if the homeless preschooler who is enrolled in a public preschool in the District moves to another district that does not provide widely available or universal preschool.

Public Notice

In addition to notifying the parent or guardian of the homeless student or the unaccompanied youth of the applicable rights described above, the District shall post public notice of educational rights of children and youth experiencing homelessness in each school. In addition, the District shall post public notice of the McKinney-Vento rights in places that homeless populations frequent, such as shelters, soup kitchens, and libraries in a manner and form understandable to the parents and guardians and unaccompanied youths.

Records

The local liaison will assist the homeless students and their parent(s) or guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school.

All records for homeless students shall be maintained, subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Policy 8330, and in such a manner so that they are available in a timely fashion and can be transferred promptly to the appropriate parties, as required. Pursuant to the McKinney-Vento Act, information regarding a homeless student's living situation is not considered directory information, is held confidential, and must be provided the same protections as other non-directory personally identifiable information (PII) contained in student education records under FERPA. The District shall incorporate practices to protect student privacy as described in AP 5111.01, AP 8330, and in accordance with the provisions of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

Annual and Other Reporting Requirements

By August 1st of each year, the District will submit the Florida McKinney-Vento Program District Contact Directory and Listserve Update utilizing the appropriate FLDOE form. The District will also report information on students experiencing homelessness to the FLDOE during the survey periods and use the elements set forth in F.A.C. 6A-1.0014.

The School District will notify the Florida McKinney-Vento Program within ten (10) school days of a change in assignment of or contact information for the District liaison.

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F.S. 1003.01

F.S. 1003.21

F.S. 1003.22

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F.S. 1009.25

F.A.C. 6A-10.088

42 U.S.C. 11431 et seq.

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5780 - **STUDENT/PARENT RIGHTS**

The School Board recognizes that students possess not only the right to an education but the rights of citizenship as well. Federal and State law prohibits the Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights of freedoms afforded to students by the United States Constitution.

In providing students the opportunity for an education to which they are entitled, the District shall attempt to offer nurture, counsel, and custodial care appropriate to their age and maturity. The District shall, at the same time, guarantee that no student is deprived of the basic right to equal treatment and equal access to the educational program, due process, a presumption of innocence, free expression and association, and the privacy of his/her own thoughts.

Attendant to the rights guaranteed to each student, however, are certain responsibilities, which include respect for the rights of others, obedience to properly constituted school authority, and compliance with the procedures and rules of the District.

Since a student who has reached the age of majority possesses the full rights of an adult, s/he may authorize those school matters previously handled by his/her parents, but s/he also assumes the responsibility for his/her performance in school, attendance, and compliance with school rules.

All K-12 students in Florida are entitled to a uniform, safe, secure, efficient, and high-quality system of education, one that allows students the opportunity to obtain a high-quality education. Parents are responsible to ready their children for school; however, neither the State of Florida nor the District can be a guarantor of any individual student's success.

Parental Access at School

Each parent has the right to pick-up, visit, and meet with his/her student at school, without interference of or the need for consent from the other parent, unless the school has received a certified copy of an enforceable court order that provides to the contrary. The Principal may restrict the times, location, frequency, and length of parent visitations at school, based on legitimate pedagogical or scheduling reasons. The District will abide by enforceable "no contact orders" which have been provided to the school.

Educational Decisions

Both parents have an equal right to make decisions about the education and welfare of their student unless the school has received a certified copy of an enforceable court order that specifies that one of the parents, or someone else, has the sole right to make educational and/or general welfare decisions for the student.

If the parents cannot agree on a significant decision about the student's education or on matters affecting the health, safety, or welfare of the student, the school will take action based on what it considers to be in the best interests of the child.

Attendance

A. Termination of Enrollment

A student who attains the age of sixteen (16) years during the school year has the right to file a formal declaration

of intent to terminate school enrollment if the declaration is signed by the parent. The parent has the right to be notified by the District of its receipt of the student's declaration of intent to terminate school enrollment.

B. Married or Pregnant

Students who become or have become married or who are pregnant and parenting have the right to attend school and receive the same or equivalent educational instruction as other students.

C. Compulsory Attendance

Parents of students who have attained the age of six (6) years by February 1st of any school year but who have not attained the age of sixteen (16) years must comply with the compulsory school attendance laws. Parents have the option to comply with the school attendance laws by attendance of the student in a public school; a parochial, religious, or denominational school; a private school; a home education program; or a private tutoring program. (see also Policy 5112 - Entrance Requirements)

D. Absence for Religious Purposes

A parent of a student may request and be granted permission for absence of the student from school for religious instruction or religious holidays. (see also Policy 5225 - Absences for Religious Holidays)

E. Dropout Prevention and Academic Intervention Programs

The parent of a student has the right to receive written notice by certified mail at least five (5) days before a student is initially enrolled in, or at least five (5) days before a student initially receives services under~~prior to placement of the student in~~ a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement. Thereafter, the parent must be notified annually. The notification must be in the parent's primary language or other mode of communication commonly used by the parent unless clearly not feasible pursuant to F.A.C. 6A-6.0908.

F. Absence for Treatment of Autism Spectrum Disorder

A parent of a student may request and be granted permission for absence of the student from school for an appointment scheduled to receive a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Health Issues

A. Notice of Health Care Services

At the beginning of the school year, the District will provide notice to parents of all health care services offered at their student's school and of the option to withhold consent to or decline any specific service. Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the District will provide the questionnaire or form to the parent and obtain the permission of the parent.

B. School-Entry Health Examinations

The parent of any student shall be exempt from the requirement of a health examination upon written request stating objections on religious grounds. (see also Policy 5112 - Entrance Requirements)

C. Immunizations

The parent of any student shall be exempt from the school immunization requirements upon meeting any of the specified exemptions. (see also Policy 5320 - Immunizations and Policy 5112 - Entrance Requirements)

D. Biological Experiments

Parents may request that their child be excused from performing surgery or dissection in biological science classes.

E. Reproductive Health and Disease Education

A public school student whose parent makes written request to the school Principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS.

F. Contraceptive Services to Students

Students may not be referred to or offered contraceptive services at school facilities without the parent's consent.

G. Career Education Courses Involving Hazardous Substances

High school students must be given plano safety glasses or devices in career education courses involving the use of hazardous substances likely to cause eye injury.

H. Substance Abuse Reports

The parent of a student must be timely notified of any verified report of a substance abuse violation by the student.

I. Inhaler Use

Asthmatic students whose parent and physician provide their approval to the school Principal may carry a metered dose inhaler on their person while in school. The school Principal shall be provided a copy of the parent's and physician's approval. (see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

J. Epinephrine Use and Supply

A student who has experienced or is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer epinephrine by auto-injector while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities if the school has been provided with written parental and physician authorization.

The School District shall be indemnified by the parent of a student who is authorized to carry an epinephrine auto-injector for any and all liability with respect to the student's use of an epinephrine auto-injector pursuant to this policy.

The District and its employees and agents, including the physician who provides the standing protocol for school epinephrine auto-injectors, are not liable for any injury arising from the use of an epinephrine auto-injector administered by trained school personnel who follow the adopted protocol and whose professional opinion is that the student is having an anaphylactic reaction:

1. unless the trained school personnel's action is willful and wanton;

2. notwithstanding that the parents or guardians of the student to whom the epinephrine is administered have not been provided notice or have not signed a statement acknowledging that the School District is not liable; and

3. regardless of whether authorization has been given by the student's parents or guardians or by the student's physician, physician's assistant, or advanced registered nurse practitioner.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

K. Diabetes Management

The District may not assign a student who has diabetes to a particular school on the basis that the student has diabetes, that the school does not have a full-time school nurse, or that the school does not have trained diabetes personnel.

Diabetic students whose parent and physician provide their written authorization to the school Principal may carry diabetic supplies and equipment on their person and attend 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 rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin-delivery system used by the student, and treating hypoglycemia and hyperglycemia.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to carry diabetic supplies or equipment for any and all liability with respect to the student's use of such supplies and equipment pursuant to this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

L. Use of Prescribed Pancreatic Enzyme Supplements

A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, IF the school has been provided with written authorization from the student's parent and prescribing practitioner.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to use prescribed pancreatic enzyme supplements for any and all liability with respect to the student's use of the supplements under this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

M. Involuntary Examinations of Students

Before a Principal contacts a law enforcement officer for possible removal of a student from school for involuntary examination, the Principal must verify that the school has used de-escalation strategies and initiated outreach to a mobile response team, unless the Principal reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.

The Principal shall make a reasonable attempt to notify a parent of a student before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination pursuant to F.S. 394.463. Reasonable attempt to notify means the exercise of reasonable diligence and care by the Principal to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the Principal must take the following actions:

1. Use available methods of communication to contact the student's parent, guardian, or other known emergency contact including, but not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student;

2. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

The Principal who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with federal and state law.

The Principal may delay the required notification for no more than twenty-four (24) hours after a student is removed if:

1. the Principal deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect. (see also Policy 2410 - School Health Services); or

2. the Principal reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

M. Sun-protective Measures in School

A student may possess and use a topical sunscreen product while on school property or at a school-sponsored event or activity without a physician's note or prescription if the product is regulated by the United States Food and Drug Administration for over-the-counter use to limit ultraviolet light-induced skin damage.

N. Face Covering and Quarantine Mandates in Response to COVID-19

Neither the Board nor any agent or employee of the Board may:

1. require a student to wear a face mask, a face shield, or any other facial covering that fits over the mouth or nose. However, a parent, at the parent's sole discretion, may allow his/her child to wear a face mask, a face shield, or any other facial covering that fits over the mouth or nose;

   This prohibition does not apply to safety equipment required as part of a course of study consistent with occupational or laboratory safety requirements.

2. prohibit a student from attending school or school-sponsored activities, prohibit a student being on school property, or subject a student to restrictions or disparate treatment, based on an exposure to COVID-19, so long as the student remains asymptomatic and has not received a positive test for COVID-19.

O. Naloxone Use and Supply

Schools may purchase a supply of the opioid antagonist naloxone from a wholesale distributor as defined in F.S. 499.003 or may enter into an arrangement with a wholesale distributor or manufacturer as defined in F.S. 499.003 for naloxone at fair-market, free, or reduced prices for use in the event that a student has an opioid overdose. The naloxone must be maintained in a secure location on the school's premises.

P. Medication to Relieve Headaches

A student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event/activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.

Discipline

A. Suspension

A student may be suspended only as provided by policy of the District. A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension.

A student with a disability may only be recommended for suspension or expulsion in accordance with State Board of Education rules.

B. Expulsion

Public school students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process.

Safety

Students who have been victims of certain felony offenses by other students, as well as the siblings of the student victims, have the right to be kept separated from the student offender, both at school and during school transportation.

Educational Choice

A. Public School Choices

Parents may seek whatever public school options are applicable and available to students in the School District.

Options also include the public educational choice options of the Hope Scholarship Program (see Policy 2371 - Hope Scholarships), the Opportunity Scholarship Program, the McKay Scholarships for Students with Disabilities Program, the Family Empowerment Scholarship Program, and the Florida Tax Credit Scholarship Program. (see also Policy 2370.01 - Virtual Instruction, and Policy 5113 - School Choice Options Provided by Federal Law)

B. Parental/Other School Choices

Parents may seek private educational choices.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal. Within two (2) weeks of receiving a completed Form 5780 F3, the Principal shall notify the parent in writing as to whether the request is approved or denied.

If an in-field teacher for the student's course and grade level is employed by the school and the transfer would not violate maximum class size requirements, the request shall be approved. The student shall be transferred no later than two (2) weeks from the date Form 5780 F3 is received.

If denied, the Principal shall specify the reasons for the denial.

C. New Worlds Scholarships

The parent of a student in kindergarten through grade 5 who (1) has a substantial reading deficiency identified under F.S. 1008.25(5)(a) or scored below a Level 3 on the Statewide, standardized English Language Arts (ELA) assessment in the prior school year or (2) has a substantial deficiency in mathematics or the characteristics of dyscalculia as identified under F.S. 1008.25 or scored below a Level 3 on the Statewide, standardized Mathematics assessment in the prior school year may seek a reading scholarship in accordance with State law.

By September 30th of each year, the District will notify the parent of each eligible student in kindergarten through grade 5 who has a substantial reading deficiency identified under F.S. 1008.25(5)(a) or scored below a Level 3 on the Statewide, standardized ELA assessment in the prior school year of the process to request and receive a reading scholarship, subject to available funds.

D. Request to Transfer to Different Classroom Teacher

Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred to a different classroom teacher. As part of the request, the parent must state with specificity the grounds supporting the request. Requests must be in writing and provided to the School Principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal or his/her designee. Within two (2) weeks of receiving a request , the Principal shall notify the parent in writing as to whether the request is approved or denied. If denied, the Principal or his/her designee shall specify the reasons for the denial.

ACCEL Options

Parents may request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) options, including whole grade promotion, midyear promotion or subject matter acceleration. If the parent selects one of these ACCEL options and the student meets eligibility and procedural requirements in the student progression plan, the student will have the opportunity to participate in the ACCEL option.

Nondiscrimination

All education programs, activities, and opportunities offered by the District are available without discrimination on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), color, ethnicity, national origin, sex (including sexual orientation, transgender 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"). (see also Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability)

Exceptional Students

Parents may enroll their eligible child in gifted or special education. (See also Policy 2460 - Exceptional Student Education)

A. Notice and Due Process

Parents of students with disabilities and parents of students in residential care facilities are entitled to notice and due process. (see also Policy 2460 - Exceptional Student Education)

B. Graduation

Students with disabilities are provided the opportunity to meet the graduation requirements for a standard high school diploma. Certain students with disabilities may be awarded a special diploma upon high school graduation. (see also Policy 2623 - Student Assessment)

C. Meetings with District Personnel

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at any meeting with District personnel.

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 any meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents or eligible students on school grounds shall sign-in at the front office of such school as a guest.

Parents, or eligible students, and District personnel shall sign a form at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged, or attempted to 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.

Blind Students

Students who are blind have the right to an individualized written education program and appropriate instructional materials to attain literacy.

Limited English Proficient Students

Limited English proficient students have the right to receive English for Speakers of Other Languages (ESOL) instruction designed to develop the student's mastery of listening, speaking, reading, and writing in English as rapidly as possible. The students' parents have the right of parental involvement in the ESOL program.

Students with ~~Substantial~~ Reading ~~and/or Mathematics~~ Deficiencies

Each elementary school shall regularly assess the reading ability of each K-3 student. The parent of any K-3 student who exhibits a reading deficiency shall be immediately notified of the student's deficiency with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a progress monitoring plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected.

~~In accordance with F.S. 1008.25 parent of (1) any K-3 student who exhibits a substantial reading deficiency or the characteristics of dyslexia or (2) any K-4 student who exhibits a substantial deficiency in mathematics or the characteristics of dyscalculia shall immediately be provided written notification and monthly progress reprots as required in F.S. 1008.25.~~

Students with Substantial Math Deficiencies

The parent of any K-4 student who exhibits a substantial deficiency in mathematics will be notified that the child has been identified as having a deficiency, with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics; a description of current services provided to the child; a description of proposed intensive interventions and supports that will be provided to remediate the identified area of math deficiency; and strategies through a home-based plan the parent can use in helping the child succeed in mathematics, including resources in an electronic format.

Pledge of Allegiance

A student will be excused from reciting the Pledge of Allegiance or the Declaration of Independence, upon written request by the student's parent, in accordance with State law. See also Policy 8800, Religious/Patriotic Ceremonies and Observances.

Student Records

A. Each parent has an equal right of access, right to waive access, right to challenge and hearing and right of privacy in the education records of his or her student who is a minor or a dependent adult pursuant to law, unless the school has received a certified copy of an enforceable court order that provides to the contrary.

B. A student is not required to provide his/her social security number as a condition for enrollment or graduation.

C. The school will not collect, obtain or retain information on the political affiliation, voting history, religious affiliation or biometric information of a student, parent or siblings.

Student Report Cards

Students and their parents have the right to receive student report cards on a regular basis that clearly depict and grade the student's academic performance in each class or course, the student's conduct, and the student's attendance.

Student Progress Reports

Parents shall be informed at regular intervals of the academic progress and other needed information regarding their child, including ways they can help their child to succeed in school.

Student Accountability and School Improvement Rating Reports

Parents of public school students are entitled to an easy-to-read report card about the school's grade designation or, if applicable, school's improvement rating, and the school's accountability report, including the school financial report.

High School Athletics

A. Eligibility

A student is eligible in the school in which s/he first enrolls each school year, the school in which the student makes himself/ herself a candidate for an athletic team by engaging in practice before enrolling, or the school to which the student has transferred with approval of the Board, in accordance with State law.

B. Medical Evaluation

Students must satisfactorily pass a medical evaluation each year before participating in athletics, unless the parent objects in writing based on religious tenets or practices, in accordance with State law.

Extra-Curricular Activities

A. Eligibility

Students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities. (see also Policy 2430 - District-Sponsored Clubs and Activities)

B. Home Education Students

Home education students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies, or may develop an agreement to participate at a private school.

C. Charter School Students

Charter school students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the school to which the student would be assigned or could choose to attend according to Board policies unless such activity is provided by the student's charter school.

D. Florida Virtual School Full-Time Students

Florida Virtual School full-time students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies.

Instructional Materials

A. Core Courses

Each student is entitled to sufficient instructional materials in the core courses of mathematics, language arts, social studies, science, reading, and literature.

B. Curricular Objectives

The parent of each student has the right to receive effective communication from the school Principal as to the manner in which instructional materials are used to implement the school's curricular objectives.

C. Sale of Instructional Materials

Upon request of the parent of a student, the Principal will sell to the parent any instructional materials used in the school.

D. Dual Enrollment Students

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of

dual enrollment students is available to the dual enrollment students free of charge.

E. Parent Access to Instructional Materials

Parents have the ability to access their child's instructional materials and may object to the use of a specific instructional material or contest the adoption of instructional material (See Policy 2520, Selection and Adoption of Instructional Materials).

Juvenile Justice Programs

Students who are in juvenile justice programs have the right to receive educational programs and services, in accordance with State law.

Parental Input and Meetings

A. Meetings with School District Personnel

Parents may be accompanied by another adult of their choice at a meeting with School District personnel.

B. District Educational Facilities Program

Parents and other members of the public have the right to receive proper public notice and opportunity for public comment regarding the District's educational facilities work program, in accordance with State law.

C. Parent-Teacher Associations and Organizations

Parents have the right to participate in parent-teacher associations and organizations that are sanctioned by the Board or by the Florida Department of Education.

Transportation

A. Transportation to School

Students are provided transportation to school in accordance with the provisions of State law. (see also Policy 8600 - Transportation)

B. Hazardous Walking Conditions

Students in grades K-6 are provided transportation if they are subjected to hazardous walking conditions, in accordance with State law.

C. Parental Consent

Each parent of a public school student must be notified in writing and give written consent before the student may be transported in a privately owned motor vehicle to a school function in accordance with State law. (see also Policy 8660 - Transporting Students by Private Vehicles)

Orderly, Disciplined Classrooms

Students will be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students. (see also Policy 5600 - Student Discipline)

Economic Security Report

Prior to registration, each middle school and high school student or the student's parent will be provided a two (2) page summary of the Department of Economic Opportunity's economic security report of employment and earning outcomes and electronic access to the report.

Safe Schools

Parents of District students will be timely notified pursuant to procedures adopted by the Superintendent of threats and the following unlawful acts or 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;

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.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9).

Parental Notification of Arrests of Employees

Notwithstanding F.S. 1012.31(3)(a)1 and 1012.796(4), within twenty-four (24) hours after a law enforcement agency provides the Superintendent with written notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

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Legal

F.S. 39.201
F.S. 381.0056
F.S. 394.463
F.S. 1000.05
F.S. 1002.20
F.S. 1002.22
F.S. 1002.385
F.S. 1002.39
F.S. 1002.394
F.S. 1002.395
F.S. 1002.40
F.S. 1002.41
F.A.C. 6A-6.0521
F.S. 1002.411
F.S. 1002.43
F.S. 1003.01(13)
F.S. 1003.02
F.S. 1003.21
F.S. 1003.22
F.S. 1003.3101
F.S. 1003.32
F.S. 1003.42
F.S. 1003.44
F.S. 1003.4505
F.S. 1003.47
F.S. 1003.52
F.S. 1003.53

F.S. 1003.55
F.S. 1003.56
F.S. 1003.57
F.S. 1003.58
F.S. 1006.062(7)
F.S. 1006.09
F.S. 1006.13
F.S. 1006.15
F.S. 1006.20
F.S. 1006.21
F.S. 1006.22
F.S. 1006.23
F.S. 1006.28
F.S. 1006.40
F.S. 1007.271
F.S. 1008.22
F.S. 1008.25
F.S. 1008.386
F.S. 1012.42
F.S. Chapter 1014
F.A.C. 6A-6.0521

8330 - **STUDENT RECORDS**

In order to provide appropriate educational services and programming, the School Board must collect, retain, and use information about students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Definitions

A. "Education records" means records that are directly related to a student and that are maintained by the District or a party acting for or on behalf of the District, as defined in 20 U.S.C. Section 1232g(a)(4).

B. "Eligible student" refers to students who are eighteen (18) years of age or older, or who are enrolled in a postsecondary institution, regardless of age.

C. "Online educational service" means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function. Examples include online services that students or parents use to access class readings, assignments, or videos, to view learning progression, or to complete assignments. This does not include online services that students or parents may use in their personal capacity or to online services that districts or schools may use to which students or parents do not have access, such as a district student information system.

D. "Parent" or "parents" includes parents or guardians of students who are or have been in attendance at a school or institution.

E. "Personally identifiable information" or "PII" means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII includes, but is not limited to, direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number). PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

F. "Student" means any individual who is or has been in attendance in a District school and regarding whom the District maintains education records.

G. "Therapeutic treatment plan" means a plan that identifies the mental health diagnosis, or condition, the therapy or intervention goal(s), the type of school-based mental health intervention, and the school-based mental health services provider responsible for providing the mental health intervention or therapy.

H. "Therapy progress notes" means notes maintained by a school-based mental health services provider that summarize the focus and progress toward treatment goals(s) of each therapy or intervention session.

I. "Third-party vendor" or "Third-party service provider" means any entity, whether public or private, that provides services to the Board through a contract or agreement. The term does not include the Florida Department of Education, the Department's contractors and subcontractors, school boards, and school districts.

Maintenance of Student Records

The Board is responsible for the records of all students who attend or have attended schools in this District. Only records mandated by the State or Federal government and necessary and relevant to the function of the School District or specifically permitted by this Board shall be compiled by District employees.

Each school shall maintain a permanent cumulative record for each student enrolled in the school which shall contain the data as prescribed by F.A.C. 6A-1.0955 and this policy.

Information contained in student education records shall be classified as set forth in F.A.C. 6A-1.0955 and retained in accordance with the rule and this policy.

A. Category A Records. Information for each student which shall be kept current while the student is enrolled and retained permanently in the manner prescribed by F.S. 1001.52

1. Student's full legal name.
2. Authenticated birthdate, place of birth, race, ethnicity, and sex.
3. Last known address of the student.
4. Name(s) of the student's parent(s) or guardian(s).
5. Name and location of last school attended.
6. Number of days present and absent, date enrolled, date withdrawn.
7. Courses taken and record of achievements, such as grades, credits, or certification of competence.
8. Date of graduation or date of program completion.
9. Records of requests for access to and disclosure of personally identifiable information from the student's educational records.

B. Category B Records. Information which is subject to periodic review and elimination when the information is no longer useful in the manner prescribed by F.S. 1001.52

1. Health information, family background data, standardized test scores, State-mandated achievement test scores, educational and career plans, honors and activities, work experience reports, and teacher comments.
2. Reports of student services or exceptional student staffing committees including all information required by F.S. 1001.42.
3. Correspondence from community agencies or private professionals.
4. Discipline records.
5. School Environmental Safety Incident Reports (SESIR) collected under F.S. 1006.07.
6. Threat assessments done by the threat assessment team pursuant to F.S. 1006.07, subject to the following:
    a. **Threat management. All reports of concerning behavior, concerning communications, or threats documented using the Florida Harm Prevention and Threat Management Instrument prescribed by Rule 6A-1.0019, F.A.C., are Category B records and shall be maintained in a student's file as long as determined useful by a threat management team, pursuant to Section 1006.07(7), F.S., and Rule 6A-1.0019, F.A.C. These records include all corresponding documentation and any additional information required by the Florida Model for threat management related to the reporting, evaluation, intervention, and management of threat assessment evaluations and intervention services.**
    b.
7. A list of schools attended.
8. Written agreements of corrections, deletions, or expunctions as a result of meetings or hearings to amend educational records.
9. Academic and behavioral intervention services.

10. Psychological evaluations.
11. Therapeutic treatment plans and therapy progress notes.
12. Such other records of educational importance as the school shall deem necessary.
13. Records designated for retention by the Florida Department of State in General Records Schedule GS7 for *Public Schools Pre-K - 12, Adult and Vocational/Technical.*

Category A and B records shall be maintained in compliance with the approved District records retention schedule.

Individual exceptional student records shall be kept separate from regular cumulative records. These records shall be sent to each succeeding school the student attends in the District and shall be maintained in accordance with the approved District records retention plan.

Periodic review for elimination of outdated information in student records by the custodian or designees shall be made in accordance with F.S. 1001.52, and the approved District records retention plan. The custodian of the student records shall be responsible for maintaining the accuracy of information by purging student records in accordance with the General Records Schedule for Public Schools (GS-7). Explanations placed in the education record and the record of access shall be maintained for as long as the education record to which it pertains is maintained. This procedure must be implemented before records are released to any vocational-technical centers, community colleges, or institutions of higher learning in which the student seeks or intends to enroll.

Type Record	Location	Custodian	Address
Active and inactive student records as specified in the current Student Records Manual for the District	Last school attended	Principal of last school attended	As shown in local directory
Inactive student cumulative records (Category A) as specified in the current Student Records Manual for the District	Central District office	Superintendent or designee	Records Management Educational Services Facility
Individual exceptional student education records as specified in the current Student Records Manual for the District	Last school attended	Principal of last school attended	As shown in local directory
Individual student psychological records as specified in the current Student Records Manual for the District	Last school attended	Principal of last school attended	As shown in local directory

Limitations on Collection and Retention of Certain Information

The District shall not collect, obtain, or retain information on the political affiliation, voting history, religious affiliation, or biometric information of a student or a parent or sibling of a student. For purposes of this paragraph, the term "biometric information" means information collected from the electronic measurement or evaluation of any physical or behavioral characteristics that are attributable to a single person, including fingerprint characteristics, hand characteristics, eye characteristics, vocal characteristics, and any other physical characteristics used for the purpose of electronically identifying that person with a high degree of certainty. Examples of biometric information include, but are not limited to, a fingerprint or hand scan, a retina or iris scan, a voice print, or a facial geometry scan.

The District shall not maintain any report or record relative to a student that includes a copy of a student's fingerprints.

The Superintendent or designee will be responsible for the privacy and security of records that are not under the supervision of the school principal.

Requests to Deviate from Students Legal Name

Parents who approve of their student being referred to by any name other than their legal name (such as a nickname) must fully complete the District's electronic or hard copy parental consent form.

Access to Student Records

The rights of students and their parents with respect to education records created, maintained, or used by the District must be protected in accordance with FERPA, State law, and the implementing regulations and rules issued pursuant thereto. Students and their parents have the right to access their education records, including the right to inspect and review those records, have the right to waive their access to their education records in certain circumstances, have the right to challenge the content of education records, have the right of privacy with respect to such records and reports, and receive annual notice of their rights with respect to education records.

In addition to students and their parents and eligible students, student records shall be available only to designated school officials and personnel, to such other persons as the parent or eligible student authorizes in writing, a court of competent jurisdiction or to other individuals or organizations as permitted by law.

Schools may, without consent of parents, guardians, or eligible students, provide access to school officials to perform an administrative, supervisory, or instructional task, or to perform a service or benefit for the student or the student's family, and psychologists within the School District providing they have a legitimate educational interest. Support employees may be designated by the principal for the purpose of doing clerical work and maintaining student records. However, such persons shall receive in-service training concerning the confidentiality of student records and work under the supervision and control of an administrative staff member.

Whenever a student has attained eighteen (18) years of age, the permission and consent required of and rights accorded to the parents of the student as to student records maintained by the District, shall thereafter be required of and accorded to the eligible student only, unless the eligible student is a dependent of their parents as defined in Title 26 U.S.C. Section 152 of the Internal Revenue Code of 1954. The School District may, in this instance, disclose personally identifiable information from the education records to the parents without the prior consent of the eligible student.

Whenever a student has enrolled in a postsecondary institution, regardless of age, the permission and consent required of and rights accorded to the parents of the student as to student records maintained by the postsecondary institution shall thereafter be required of and accorded to the eligible student only. However, if the student is not eighteen (18) years of age, then the permission and consent required of and rights as to the student's records maintained by the District shall be retained by the parents.

The custodian of the student record shall permit the eligible student or the parents or guardians of the student who is or has been in attendance in the School District to inspect and review the education records of the eligible student or student. Provisions for such inspection and review shall be made within a reasonable period of time of the request, but in no case shall be more than thirty (30) days after the request has been made.

The District presumes that the eligible student or either parent of the student has the right to inspect, review, and receive copies of the education records of the student or eligible student unless the Board, its

staff, or the individual school has been provided a legally binding instrument or court order governing such matters as divorce, separation, or custody which provides to the contrary.

[NOTE: F.A.C. 6A-1.0955 requires that the policy include a schedule of charges]

In instances where records are opened to parents, guardians, or eligible students, schools shall make available a member of the professional staff to interpret the record and shall provide copies, upon request and payment of the current District copy rate, which shall not exceed the maximum rate for copies of public records as set forth in F.S. Chapter 119.

The copy rate will include actual reproduction costs and will not include the labor costs for retrieval.

School officials shall provide requesting parents, guardians, or eligible students an opportunity for a hearing to challenge the content of their child's or the eligible student's school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

Parents, guardians, and eligible students may waive their right of access to confidential letters or statements of recommendations or evaluation. Such waiver shall be made in writing to the custodian of the records and shall be signed by the parent, guardian, or eligible student. Such waiver shall apply to recommendations or evaluation only if:

A. the parent, guardian, or eligible student is, upon request, notified of the names of all persons submitting confidential letters or statements; and

B. such recommendations or evaluations are used solely for the purpose for which they were specifically intended.

The waiver of the right of access may be revoked in writing with respect to actions occurring after the revocation.

Court Request of Records

A. Student records may be disclosed to a court of competent jurisdiction provided that reasonable notification is given in advance to the parents and student. If the ~~Principal~~District's General Counsel is unable to notify prior to the time for compliance set forth in the court order, they shall bring to the court's attention the provision of the Family Educational Rights and Privacy Act of 1974 and comply with the court's instruction.

B. Student records may be disclosed pursuant to a lawfully issued subpoena, upon the condition that the student, or their parent if the student is either a minor and not attending an institution of postsecondary education or a dependent of such parent as defined in 26 U.S.C. 152 (s. 152 of the Internal Revenue Code of 1954), is notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

The Superintendent may, in writing, authorize access to student records to representatives of the Federal, State, or local educational authorities.

Transcripts of a student's records may be released without written consent from the students' parents, guardians, or eligible student, to any vocational-technical center, community college, or any postsecondary institutions of higher learning in which the student seeks or intends to enroll. A copy of the records may be released to the student's parents, guardians, or eligible student upon request. This policy is also applicable in instances where such a request is in connection with a student's application for, or receipt of, financial aid.

Hearing Procedure to Correct Student Records

Whenever a parent, guardian, or eligible student believes the content of the student record is inaccurate, misleading, or in violation of their privacy, they may request in writing an informal meeting with the custodian of the record for the purpose of requesting the correction, deletion, or expunction of any inaccurate, misleading, or otherwise inappropriate data or material contained in the student record.

If the parties at the informal meeting agree to make deletions, to expunge material, or to add a statement of explanation or rebuttal to the file, such agreement shall be reduced to writing and signed by the parties, and the appropriate school officials shall take the necessary actions to implement the agreement. If an agreement is not reached, denial of the request and notification of the right to a formal hearing shall be made in writing to the parent, guardian, or eligible student with a copy to the Superintendent or designee.

Upon the request of a parent, guardian, or eligible student, a formal hearing shall be held. Such hearing shall be requested, in writing, within ten (10) days of the written notice of denial at the informal meeting, to the Superintendent or designee, who shall appoint a hearing officer who shall be any official of the school system with no direct interest in the outcome of the hearing. The hearing officer shall convene and conduct the hearing and shall render a decision in writing to all concerned parties within ten (10) days of the conclusion of the hearing. Such hearing shall be held within a reasonable period of time but in no case shall be held more than thirty (30) days from the date of the written request.

The parents, guardian, eligible student, and officials of the school shall be afforded a full and fair opportunity to present evidence relevant to the issues raised. The hearing shall be recorded and available to all parties. However, the record of such hearings are exempt from disclosure under F.S. Chapter 119.

If the decision of the hearing officer is that the records are not inaccurate, misleading, or otherwise in violation of privacy rights, the parent, guardian, or eligible student shall be allowed to comment in writing on the information in the education record and set forth any reasons for disagreeing with the decision. This written response shall be filed in the education records of the student.

Disclosure of Personally Identifiable Information

Notwithstanding any other provision in this policy, student education records shall not be disclosed to any person, public body, body politic, political subdivision, or agency of the Federal government except when authorized by State or Federal law or in response to a lawfully issued subpoena or court order. In accordance with State law, student education records are exempt from the provisions of F.S. Chapter 119.

A. Prior Written Consent

1. Prior written consent of the parent, guardian, or eligible student shall be obtained prior to disclosing personally identifiable student information other than directory information. The written consent shall include: signature of the parent, guardian, or eligible student; date; specification of records or information to be disclosed; purpose of the disclosure; and the party or class of parties to whom a disclosure is to be made.

2. Disclosures of personally identifiable student information will be made only on the condition that the party or parties to whom the information is disclosed shall not disclose the information to any other party without prior written consent of the parent, guardian, or eligible student, as appropriate. Personally identifiable student information which is disclosed to an institution, agency, or organization may be used by its officers, employees, and agents, but only for the purpose for which the disclosure was made. The District presumes the parent, guardian, or eligible student has the authority to grant permission for disclosure of personally identifiable student information unless the District has been provided with evidence that there is a legally binding instrument or State law or court order governing such matters as divorce, separation, or custody which provides to the contrary.

B. Without Prior Written Consent

Personally identifiable information or records of a student may be released to the following persons or organizations without the prior written consent of the student or the student's parent or guardian:

1. Officials of schools, school systems, career centers, or public postsecondary educational institutions in which the student seeks or intends to enroll; and a copy of such records or reports shall be furnished to the parent or student upon request.

2. Other school officials, including teachers within the educational institution or agency, who have a legitimate educational interest in the information contained in the records.

3. The United States Secretary of Education, the Director of the National Institute of Education, the Assistant Secretary for Education, the Comptroller General of the United States, or State or local educational authorities who are authorized to receive such information subject to the conditions set forth in applicable Federal statutes and regulations of the United States Department of Education, or in applicable State statutes and rules of the State Board of Education.

   The disclosed records must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (see Form 8330 F16)

   This written agreement must include:

   a. designation of the receiving individual or entity as an authorized representative;

   b. specification of the information to be disclosed;

   c. specification that the purpose of the disclosure is to carry out an audit or evaluation of a government-supported educational program or to enforce or comply with the program's legal requirements;

   d. a summary of the activity that includes a description of the methodology and an explanation of why personally identifiable information is necessary to accomplish the activity;

   e. a statement requiring the organization to destroy all personally identifiable information when it is no longer needed to carry out the audit or evaluation, along with a specific time period in which the information must be destroyed; and

   f. a statement of policies and procedures that will protect personally identifiable information from further disclosure or unauthorized use.

   Under the audit exception, the District will use reasonable methods to verify that the authorized representative complies with FERPA regulations. Specifically, the District will verify, to the greatest extent practicable, that the personally identifiable information is used only for the audit, evaluation, or enforcement of a government-supported educational program. The District will also ascertain the legitimacy of the audit or evaluation and will only disclose the specific records that the authorized representative needs. Further, the District will require the authorized representative to use the records only for the specified purpose and not to disclose the information any further, such as for another audit or evaluation. Finally, the District will verify that the information is destroyed when no longer needed for the audit, evaluation, or compliance activity.

4. Appropriate parties in connection with a student's application for or receipt of financial aid, if necessary to determine the eligibility for the aid; determine the amount of the aid; determine the conditions of the aid; and/or enforce the terms and conditions of the aid.

5. Individuals or organizations conducting studies for or on behalf of an institution or a board of education for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, if the studies are conducted in a manner that does not permit the personal identification of students and their parents by persons other than representatives of such organizations and if the information will be destroyed when no longer needed for the purpose of conducting such studies.

In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. (see Form 8330 F14)

This written agreement must include: (1) specification of the purpose, scope, duration of the study, and the information to be disclosed; (2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; (3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and (4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed.

While the disclosure of personally identifiable information without consent is allowed under this exception, it is recommended that whenever possible the administration either release de-identified information or remove the students' names and social security identification numbers to reduce the risk of unauthorized disclosure of personally identifiable information.

6. Accrediting organizations, in order to carry out their accrediting functions.

7. School Readiness programs as provided in State law in order to carry out their assigned duties.

8. For use as evidence in student expulsion hearings conducted by a district school board under F.S. Chapter 120; however, public records of expulsion hearings shall not contain any personally identifiable information.

9. Appropriate parties in connection with an emergency, if knowledge of the information in the student's educational records is necessary to protect the health or safety of the student or other individuals.

10. The Auditor General and the Office of Program Policy Analysis and Government Accountability in connection with their official functions; however, except when the collection of personally identifiable information is specifically authorized by law, any data collected by the Auditor General and the Office of Program Policy Analysis and Government Accountability is confidential and exempt from F.S. 119.07 (1) and shall be protected in a way that does not permit the personal identification of students and their parents by other than the Auditor General, the Office of Program Policy Analysis and Government Accountability, and their staff, and the personally identifiable data shall be destroyed when no longer needed for the Auditor General's and the Office of Program Policy Analysis and Government Accountability's official use.

11. A court of competent jurisdiction in compliance with an order of that court or the attorney of record in accordance with a lawfully issued subpoena, upon the condition that the student and the student's parent are notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

    Student records may be disclosed pursuant to a lawfully issued subpoena, upon the condition that the student, or his/her parent if the student is either a minor and not attending a postsecondary educational institution or a dependent of such parent as defined in 26 U.S.C. 152 (section 152 of the Internal Revenue Code of 1954), is notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

12. Credit bureaus, in connection with an agreement for financial aid that the student has executed, if the information is disclosed only to the extent necessary to enforce the terms or conditions of the financial aid agreement. Credit bureaus shall not release any information obtained under this paragraph to any person.

13. Parties to an interagency agreement among the Department of Juvenile Justice, school and law enforcement authorities, and other signatory agencies for the purpose of reducing juvenile crime and especially motor vehicle theft by promoting cooperation and collaboration, and the sharing of appropriate information in a joint effort to improve school safety, to reduce truancy and in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions that provide structured and well

supervised educational programs supplemented by a coordinated overlay of other appropriate services designed to correct behaviors that lead to truancy, suspensions, and expulsions, and that support students in successfully completing their education. Information provided in furtherance of such interagency agreements is intended solely for use in determining the appropriate programs and services for each juvenile or the juvenile's family, or for coordinating the delivery of such programs and services, and as such is inadmissible in any court proceedings prior to a dispositional hearing unless written consent is provided by a parent or other responsible adult on behalf of the juvenile.

14. Consistent with the Family Educational Rights and Privacy Act, the Department of Children and Families or a community-based care lead agency acting on behalf of the Department of Children and Families, as appropriate.

15. Parents of a dependent student as defined by the Internal Revenue Service Tax Code of 1986 and in this policy.

16. Directory information as specified in this policy.

17. If the District initiates legal action (a lawsuit) against a parent, or if the parent initiates legal action against the District. In such circumstances, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with legal action as the plaintiff or to defend itself.

18. If the release is to the Attorney General of the United States or to his/her designee in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes specified in Sections 2331 and 2332 of Title 18, U.S. Code.

    Under this exception, school officials are not required to record (i.e., on an access log) the disclosure of information from a student's education record when the school makes pursuant to an ex parte order.

    Further, an educational institution that, in good faith, produces information from education records in compliance with an ex parte order shall not be liable to any person for that disclosure.

19. If the release is otherwise permitted under Federal law.

C. Record of Disclosures

Record of any requests or disclosures of personally identifiable student information shall be maintained except for disclosures to the parent, guardian, or eligible student; disclosure of directory information; or to any other school officials with a legitimate educational interest. The record of requests for disclosure shall include the following: the parties who have requested or obtained personally identifiable student information, the legitimate interests of the persons requesting or obtaining the information, and date parental/eligible student consent was obtained.

With regard to such disclosures, a school official is determined to be any employee of the School Board of Manatee County, Florida, with direct responsibility for providing services to students. A legitimate educational interest is determined to mean responsibility for providing direct educational services to students which will include teaching, counseling, psychological services, or other services to students which require access to personally identifiable information and/or those specified in the law.

D. Disclosures - Health or Safety Emergencies

Disclosure of personally identifiable student information may be made by school officials in the event of a health or safety emergency. Such emergency situations shall be declared in writing to the Superintendent by a recognized legal official with authority to declare such emergency. The declaration of a health or safety emergency shall include the need for specific personally identifiable student information, the time requirements for the information, and the parties to whom the information is disclosed who are responsible for utilizing the information to deal with the emergency.

DIRECTORY INFORMATION

The District may make available, upon request, certain information known as directory information without prior permission of the parents or the eligible student. The District shall charge fees for copies of designated directory information as provided in State law. Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates as student directory information: a student's name; photograph; address; telephone number, if it is a listed number; e-mail address; date and place of birth; participation in officially-recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; grade level; enrollment status; date of graduation or program completion; awards received; and most recent educational agency or institution attended. Designation of directory information shall occur at a regularly scheduled Board meeting. At the meeting, the Board shall consider whether designation of such information would put students at risk of becoming targets of marketing campaigns, the media, or criminal acts.

An annual written notice shall be given to inform parents, guardians, and eligible students of their rights of access, waiver of access, challenge and hearing, privacy, categories of personally identifiable student information designated as directory information data, and the location and availability of the District's policy on education records of students. Alternate methods of notice shall be made for parents, guardians, or eligible students unable to comprehend a written notice in English. Parents or eligible students may, by providing a written statement to the principal within two (2) weeks of the first day of the school year or entry into the school system request that all specific portions of directory information for that specific student not be released.

Directory information shall not be provided to any organization for profit-making purposes, unless the request is approved, in a nondiscriminatory manner, by the Superintendent.

In accordance with Federal law, the District shall release the names, addresses, District-assigned e-mail addresses (if available), and telephone listings of students in grades ten through twelve (10-12) to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. Such data shall not be released if the eligible student or student's parents submit a written request not to release such information. The recruiting officer is to sign a form indicating that any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces. The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer. A secondary school student or parent of the student may request that the student's name, address, District-assigned e-mail address (if available), and telephone listing not be released without parental consent.

Whenever parental consent is required for the inspection and/or release of a student's health or educational records or for the release of directory information, either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The District may disclose directory information on former students without student or parental consent.

Transfer of Student Records

Student records shall be transferred in accordance with the requirements of F.A.C. Rule 6A-1.0955.

If applicable, the records to be transferred shall also include:

A. verified reports of serious or recurrent behavior patterns, including threat assessment evaluations and intervention services; and

B. psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by School District or charter school staff, as appropriate.

The records shall be transferred within five (5) school days of receipt of a written request from the principal of the receiving school, the parent, guardian, or eligible student.

While all reasonable efforts shall be made to collect for damaged or lost library books or textbooks, under no conditions shall the transfer of a student's cumulative record be delayed or denied for failure to pay any fine or fee assessed by the school. Progress reports to parents (report cards) may not be withheld for failure to pay any fine, fee, or an assessment for lost or damaged books.

The District is authorized to use the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this District specifically as a consequence of permitting access or furnishing student records in accordance with this policy and procedures.

Additional Safeguards for Student Education Records

A. Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be re-disclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

B. Required use of online educational services by students and parents

In order to protect a student's PII from potential misuse and in order to protect students from data mining or targeting for marketing or other commercial purposes, the Board requires the review and approval of any online educational service that students or their parents are required to use as part of a school activity (1) regardless of whether there is a written agreement governing student use, (2) whether or not the online educational service is free, and (3) even if the use of the online educational service is unique to specific classes or courses. The following requirements also apply to online educational services:

1. The Superintendent is responsible for reviewing the online educational service's terms of service and privacy policy for compliance with State and Federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, and F.S. 1002.22;

2. The Superintendent is responsible for the review and approval of online educational services that will be required for students to use;

3. Parents and eligible students will be notified any time they are required to use an online educational service that collects student PII;

4. If student PII will be collected by the online educational service, parents and eligible students will be provided notification regarding the information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure.

5. The Board will not utilize any online educational service that will share or sell a student's PII for commercial purposes.

6. If a student is required to use an online educational service, the Board will include on its website a description of the student PII that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. The website will also include a link to the online educational service's terms of service and privacy policy, if publicly available.

C. Contracts or agreements with third-party vendors

1. All contracts or agreements executed by or on behalf of the Board with a third-party vendor or a third-party service provider must protect the privacy of education records and student PII contained therein. Any agreement that provides for the disclosure or use of student PII must:

    a. require compliance with FERPA, its implementing regulations, and F.S. 1002.22;

    b. where applicable, require compliance with COPPA, 15 U.S.C. 6501-6506, and its implementing regulations;

    c. ensure that only the student PII necessary for the service being provided will be disclosed to the third party;

    d. prohibit disclosure or re-disclosure of student PII unless one of the conditions set forth in F.A.C. 6A-1.0955(11)(b) has been met.

2. Contracts or agreements with a third-party vendor or third-party service provider may permit the disclosure of student PII to the third party only where one or more of the following conditions has been met:

    a. the disclosure is authorized by FERPA and 34 CFR §99.31;

    b. the disclosure is authorized by the Board's directory information provisions set forth in this policy and implemented in accordance with FERPA and 34 CFR §99.37; or

    c. the disclosure is authorized by written consent of an eligible student or parent. Consent must include, at a minimum, an explanation of who the student PII would be disclosed to, how it would be used, and whether re-disclosure is permitted. Any re-disclosure must meet the requirements of F.A.C. 6A-1.0955(11)(b) and this policy.

Request for Student Social Security Numbers at Enrollment

When a student enrolls in a District school, the District shall request that the student provide their social security number and shall indicate whether the student identification number assigned to the student is their social security number. A student satisfies this requirement by presenting his/her social security card or a copy of the card to a school enrollment official. However, a student is not required to provide their social security number as a condition for enrollment or graduation.

F.S. Chapter 119
F.S. 1001.41
F.S. 1001.52
F.S. 1002.22
F.S. 1002.221
F.S. 1002.222
F.S. 1003.25
F.A.C. 6A-1.0955
F.A.C. 6A-1.09550
20 U.S.C. 1232f (FERPA)
20 U.S.C. 1232g (FERPA)
20 U.S.C. 1232h (FERPA)
20 U.S.C. 1232i (FERPA)
20 U.S.C. 7908
26 U.S.C. 152
20 U.S.C. 1400 et seq., Individuals with Disabilities Act
Privacy Rights of Parents and Students - P.L. 90-247
No Child Left Behind Act of 2001 - P.L. 107-110

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521

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Legal

F.S. Chapter 119

F.S. 1001.41

F.S. 1001.52

F.S. 1002.22

F.S. 1002.221

F.S. 1002.222

F.S. 1003.25

F.A.C. 6A-1.0955

F.A.C. 6A-1.09550

20 U.S.C. 1232f (FERPA)

20 U.S.C. 1232g (FERPA)

20 U.S.C. 1232h (FERPA)

20 U.S.C. 1232i (FERPA)

20 U.S.C. 7908

26 U.S.C. 152

20 U.S.C. 1400 et seq., Individuals with Disabilities Act

Privacy Rights of Parents and Students - P.L. 90-247

No Child Left Behind Act of 2001 - P.L. 107-110

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521

Last Modified by Kevin Chapman on March 6, 2024

Book

Policy Manual

Section

8000 Operations

Title

ANIMALS ON DISTRICT PROPERTY

Code

po8390

Status

Active

Adopted

June 27, 2017

Last Revised

October 23, 2018

8390 - **ANIMALS ON DISTRICT PROPERTY**

Introduction

The School Board recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service animal in accordance with Federal and State law and this policy.

This policy shall apply to all animals on District property, including service animals.

Definitions

A. "Animal" shall be held to include every living ~~dumb~~ non-human creature.

B. "Service animal", pursuant to 28 C.F.R. 35.104 and F.S. 413.08, that meets the definition set forth in the ADA.

F.S. 413.08 also defines "service animal" as "an animal that is trained to perform tasks for an individual with a disability. The tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting a person who is having a seizure, retrieving objects, or performing other special tasks. A service animal is not a pet."

Vaccination, Licensing and/or Veterinary Requirements

All animals housed on District property for any school purpose, such as to conduct random searches for illegal substances or to support classroom activities, or brought on District property on a regular basis must meet every veterinary requirement set forth in State law and county regulation/ordinance, including but not limited to rabies vaccination or other inoculations required to be properly licensed. For example, all canines and cats must, at a minimum, be administered a rabies vaccine in accordance with F.S. 828.30.

Non-Service Animals in Schools and Elsewhere on District Property

Animals permitted in schools and elsewhere on District property shall be limited to those necessary to support specific curriculum-related projects and activities, those that provide assistance to a student or staff member due to a disability (e.g., seizure disorder), or those that serve as service animals as required by Federal and State law.

Taking into consideration that some animals can cause or exacerbate allergic reactions, spread bacterial infections, or cause damage and create a hazard if they escape from confinement, the Principal may permit animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

A. the staff member seeking approval to have a non-service animal in his/her classroom shall

   1. provide a current satisfactory health certificate or report of examination from a veterinarian for the animal;

   2. take precautions deemed necessary to protect the health and safety of students and other staff;

   3. ensure that the animal is treated humanely, keeping it in a healthy condition and in appropriate housing (e.g., a cage or tank) that is properly cleaned and maintained; and,

   4. keep the surrounding areas in a clean and sanitary condition at all times.

B. other staff members and parents of students in areas potentially affected by animals have been notified in writing and adjustments have been made to accommodate verified health-related or other concerns.

Except where required by law, the presence of a non-service animal shall be disallowed if documented health concerns of a student or staff member cannot be accommodated.

Service Animals for Students

A service animal is permitted to accompany a student with a disability to whom the animal is assigned anywhere on the school campus where students are permitted to be.

A service animal is the personal property of the student and/or parents. The Board does not assume responsibility for training, daily care, or healthcare of service animals. The Board does not assume responsibility for personal injury or property damage arising out of or relating to the presence or use of service animals on Board property or at District-sponsored events.

A service animal that meets the definition set forth in the ADA and this policy shall be under the control of the student with a disability or, a separate handler if the student is unable to control the service animal. A service animal shall have a harness, leash, or other tether, unless either the student with a disability is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the student's control (e.g., voice control, signals, or other effective means), or under the control of a handler other than the student.

If the student with a disability is unable to control the service animal and another person serves as the animal's handler, that individual shall be treated as a volunteer and, as such, will be subject to Board policy.

If the animal's trainer intends or is required to be on school grounds when students are present, the trainer will be treated as a volunteer subject to Board policy.

Removing and/or Excluding a Student's Service Animal

If a service animal demonstrates that it is not under the control of the student or its handler, the Principal and/or designee is responsible for documenting such behavior and for determining if and when the service animal is to be removed and/or excluded from school property.

Similarly, in instances when the service animal's behavior poses a direct threat to the health and safety of others, or demonstrates that it is not housebroken, the Principal shall document such behavior and determine whether the service animal is to be removed and/or excluded from school property.

The Principal should notify the Superintendent when a service animal has been removed and/or excluded, and, immediately subsequent to such notification, document the reasons for the removal and/or exclusion.

The Principal's decision to remove and/or exclude a service animal from school property may be appealed in accordance with the complaint procedure set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The procedures set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity do not interfere with the rights of a student and his/her parents or an eligible student to pursue a complaint of legally prohibited discrimination with the United States Department of Education's Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission, or the Department of Justice.

Eligibility of a Student's Service Animal for Transportation

A student with a disability shall be permitted to access School District transportation with his/her service animal. There may also be a need for the service animal's handler, if the handler is someone other than the student, to also access School District transportation.

When a service animal is going to ride on a school bus owned or leased by the District, the student and his/her parents, or eligible student, and the handler, if s/he is someone other than the student, shall meet with the Principal and/or Transportation

Supervisor, and the driver and bus assistant, if any, to discuss critical commands needed for daily interaction and emergency/evacuation and to determine whether the service animal should be secured on bus/vehicle with a tether or harness.

At the discretion of the Principal and/or Transportation Supervisor an orientation will take place for students and staff who will be riding the bus/vehicle with the service animal regarding the animal's functions and how students should interact with the animal.

The service animal shall board the bus by the steps with the student, not a lift, unless the student uses the lift to enter and exit the bus.

The service animal must participate in bus evacuation drills with the student.

While the bus is in motion, the service animal shall remain positioned on the floor, at the student's feet.

Situations that would cause cessation of transportation privileges for the service animal include:

A. the student, or handler, is unable to control the service animal's behavior, which poses a threat to the health or safety of others; or

B. the service animal urinates or defecates on the bus.

The student and his/her parents shall be informed of behaviors that could result in cessation of transportation privileges for the service animal, in writing, prior to the first day of transportation.

If it is necessary to suspend transportation privileges for the service animal for any of the above reasons, the decision may be appealed to the Principal.

Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

Service Animals for Employees

In accordance with Policy 1122.01, Policy 3122.01, and Policy 4122.01 Prohibition of Disability Discrimination in Employment, the District shall provide a reasonable accommodation for a qualified individual with disabilities with reasonable accommodation(s). An employee with a disability may request authorization to use a service animal while on duty as such an accommodation.

The request will be handled in accordance with the ADA-mandated interactive process.

Service Animals for Parents, Vendors, Visitors, and Others

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs, or activities, as vendors, or as invitees, are permitted to go. Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by his/her service animal in accordance with Policy 9160 Public Attendance at School Events.

Any student/employee trainer of their specific service animal, while engaged in the training of such an animal, has the same right of access to public schools as is provided for those persons who are accompanied by service animals.

Revised 10/23/18

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28 C.F.R. 35.104

28 C.F.R. 35.136

F.S. 381.0056

F.S. 413.08

F.S. 1001.41

F.S. 1006.22

Section 504 of the Rehabilitation Act of 1973 (Section 504)

The Americans with Disabilities Act (ADA)

The Individuals with Disabilities Education Act (IDEA)

Last Modified by Juli Schlarb on March 6, 2023

Book	Policy Manual
Section	Vol. 24 No. 2 REVISED
Title	Copy of EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES
Code	po8420 12/6/23
Status	
Adopted	June 27, 2017
Last Revised	December 13, 2022

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.

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.

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.

Revised 5/25/19
Revised 8/11/20
Revised 7/27/21
Revised 5/24/22
Revised 12/13/22

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Legal

Florida Fire Prevention Code (F.S. 633.202)

F.S. 1001.43

F.S. 1006.07

F.S. 1013.13

Fire Code (NFPA 1)

Life Safety Code (NFPA 101)

F.A.C. 6A-1.0018

AGENDA ITEM NO. 15.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Adopt New Policy 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 0141.2 - Conflict of Interest Bylaw 0166 - Exempt Meetings Policy 2270 - Religion in the Curriculum Policy 2271 - Articulation and Access to Florida College System Institutions Policy 2460 - Exceptional Student Education Policy 2623 - Student Assessment Policy 5111.01 - Homeless Students Policy 5780 - Student/Parent Rights Policy 8330 - Student Records Policy 8390 - Animals on District Property Policy 8420 - Emergency Management

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

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

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

Recommendation
The Superintendent recommends approval to adopt new policy and amend School Board policies.

Financial Impact
No Financial Impact

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Board_Policies_for_March_19_and_April_23_Hearing_-_Part_1
Board_Policies_for_March_19_and_April_23_Hearing_-_Part_2

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on April 23, 2024

Bylaw 0141.2 – Conflict of Interest (Revised)
The technical revision to this policy is the result of a proactive review of legal citations in policies. F.S. 112.313 outlines various standards of conduct applicable to public officers, employees, and local government attorneys.

Bylaw 0166 - Exempt Meetings (Revised)
Updated due to change in new state statute.

Policy 2270 - Religion in the Curriculum (Revised)
Policy 2270 is intended to address only religion in the curriculum. To avoid any confusion, the first sentence of this policy is marked for deletion, since it refers to devotional exercises and displays of a religious character (which are not specific to the curriculum). However, a note is included at the end of the policy referring to Policy 8800 (Religious and Other Ceremonies and Observances) and Policy 8805 (Model Policy on Religious Expression in Public Schools) since they are more comprehensive and address requirements related to the language proposed for deletion. The proposed revisions are part of our proactive policy review process.

Policy 2271 – Articulation and Access to Florida College System Institutions (Revised)
The proposed technical revision to this policy is the addition of a legal reference to F.A.C Rule 6A-10.024 (Articulation Between and Among Universities, Florida Colleges and School Districts)

Policy 2460 - Exceptional Student Education (Revised)
Policy 2460 includes a new legal reference to F.A.C. Rule 6A-6.03028 (Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities) for required content in a student's IEP and the new requirement that notice of the transfer of parent rights be provided at least one (1) year before the student reaches age eighteen (18). The notice of transfer of parental rights addition is based on the recent amendment to F.A.C. Rule 6A-6.03311.

Policy 2623 - Student Assessment (Revised)
This policy is revised to reflect a recent amendment to F.A.C. Rule 6A-10.042 (Test Administration and Security) which expands the categories of persons who are permitted to administer and proctor statewide assessments.

Policy 5111.01 – Homeless Students(Revised)
The revision includes a reference to language from non-regulatory guidance from the U.S. Department of Education (ED)(Education for Homeless Children and Youth Programs, Non-Regulatory Guidance) further specifying how the school district may determine whether a child or youth resides in "substandard housing."

Policy 5780 - Student/Parent Rights (Revised)
The revisions to this policy include the following: (1) new language regarding Dropout Prevention and Academic Intervention Program parental notification requirements as set forth in F.A.C. Rule 6A-6.0521 (Definitions and Requirements Which Apply to All Dropout Prevention Programs); (2) new language pertaining to parental notification when a student in grades K-4 has a substantial deficiency in mathematics as required under F.S. 1008.25(6)(c); and, (3) a new legal reference to F.A.C. Rule 6A-6.0521.

Policy 8330 - Student Records (New Policy)
This policy is being added to our Board Policies and is in response to recent amendments to F.A.C. Rule 6A-1.0955 (Education Records) and include a definition of "online educational services" and a prohibition on sharing or selling a student's PII for commercial purposes. A new legal reference to F.A.C. Rule 6A-1.09550 (Student Online Personal Information Protection) is also included in the update.

Policy 8390 - Animals on District Property (Revised)
Updated language added.

Policy 8420 - Emergency Management (Revised)
This policy is revised to comply with amendments to F.A.C. Rule 6A-1.0018 (School Safety Requirements and Monitoring). The revised policy identifies the public safety agencies to be involved in the development of policies and procedures for emergency and fire drills and includes provisions for the completion and distribution of after-action reports.

Book	Policy Manual
Section	Vol. 24, No. 2, Nov. 2023
Title	Technical Correction - Vol. 24, No. 2 - Nov. 2023 - CONFLICT OF INTEREST
Code	po0141.2
Status	From Neola
Adopted	November 9, 2016
Last Revised	January 25, 2022

Technical Correction - Vol. 24, No. 2

0141.2 - **CONFLICT OF INTEREST**

In addition to the provisions of Bylaw 0124 pertaining to standards of ethical conduct, a School Board member shall not have any direct financial interest in a contract with the School District nor shall s/he furnish directly any labor, equipment, or supplies to the District.

Further, Board members are governed by the Florida Consitution, the *Code of Ethics for Public Officers and Employees*, Part III of F.S. Chapter 11, other statutes in the school code, and the Florida Commission on Ethics.

The following is a summary of the Constitutional and statutory mandates. They are not definitive rules and the statute must be consulted for applicable definitions and for exemptions.

A. Standards of Conduct

1. Gifts

No Board member shall accept a gratuity, gift, or favor that might influence professional judgment or obtain special advantages. No Board member may either solicit or accept anything of value - including a gift, loan, reward, promise of future employment, favor, or service - that is based on any understanding that the vote, official action, or judgment of the Board member would be influenced by such gift.

2. Other Prohibited Gifts

No Board member may solicit any gift, food, or beverage from a person, vendor, potential vendor, any other entity doing business with the Board, political committee or committee of continuous existence, or from a lobbyist who lobbies the Board (or the partner, firm, employer, or principal of the lobbyist). No Board member or any person on behalf of the Board member may knowingly accept, directly or indirectly, a gift from a person, vendor, potential vendor, any other entity doing business with the Board, political committee or committee of continuous existence, or from a lobbyist who lobbies the Board (and related individuals and entities, including, but not limited to, the partner, firm, employer, or principal of the lobbyist), if the Board member knows or reasonably believes the gift has a value in excess of $50 - unless the gift is accepted on behalf of and transferred promptly to a governmental entity or a charitable organization, or is given to the Board member by a governmental entity for a public purpose. Gifts from relatives and gifts associated primarily with the recipient's employment or business are not prohibited. Food or beverage consumed at a single sitting or event may be accepted.

"Vendor" is defined as a business entity doing business directly with the Board, such as renting, leasing, or selling realty, goods, or services. (See F.S. 112.3148)

3. Honoraria

No Board member may solicit an honorarium related to the member's public office or duties. No Board member may solicit an honorarium from a person, vendor, potential vendor, or other entity doing business with the Board, from a political committee, or from a lobbyist (and related individuals and entities) who

lobbies the reporting individuals agency. The term "honorarium" does not include payment for services related to employment held outside the position of Board member which requires disclosure. Acutal and reasonable transportation, lodging, and food and beverage expenses related to the honorarium even for a Board member and spouse may be accepted. (See F.S. 112.3149)

"Vendor" is defined as a business entity doing business directly with the Board, such as renting, leasing, or selling realty, goods, or services. (See F.S. 112.3148)

4. Doing Business with One's Agency

No Board member acting in his/her official capacity may, directly or indirectly, purchase, rent, or lease any realty, goods, or services from a business entity in which the Board member, his/her spouse, or child is an officer, partner, director, or proprietor, or in which the Board member, his/her spouse, or child (or any combination of them) owns a material interest. Nor may a Board member, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the Board or any of its agencies.

5. Unauthorized Compensation

No Board member or his/her spouse or minor child may accept any compensation payment, or thing of value which, with the exercise of reasonable care, is known or should be known to influence the vote or official action of such Board member.

6. Disproportionate Benefit

Board members are prohibited from abusing their position in order to obtain a "disproportionate benefit" for themselves, their spouse, children, employer, or entities with which they have certain business interests. A disproportionate benefit means a benefit, privilege, exemption, or result arising from an act or omission by a public officer that is inconsistent with the proper performance of their public duties.

7. Misuse of Public Position

No Board member shall corruptly use or attempt to use his/her official position or any property or resource within his/her trust or perform his/her official duties, to secure or obtain a special privilege, benefit, or exemption for the Board member or others.

It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment may conflict even though such conflict may not exist.

8. Disclosure or Use of Certain Information

Board members shall not disclose or use information not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit of any other person or business entity.

9. Employees Holding Office

A Board employee shall not be a member of the Board while simultaneously continuing as an employee.

B. Voting Conflicts

A Board member shall not vote in an official capacity on any matter which would inure to his/her special gain or loss, or to the special gain or loss of a principal by whom s/he is retained, or to the parent organization or subsidiary of a corporate principal by which s/he is retained, or to the special gain or loss of a relative or business associate.

In the event a Board member is employed by a corporation or business or has a secondary interest in a corporation or business which furnishes goods or services to the School District, the Board member shall declare his/her interest and refrain from debating or voting upon the question of contracting with the company.

It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment may conflict even though such conflict may not exist.

The Board member shall make every reasonable effort to disclose the nature of the Board member's interest as a public record in a memorandum filed with the Board's secretary. If it is not possible for the Board member to file a memorandum before the vote, the memorandum must be filed within fifteen (15) days with the Board's secretary.

C. Additional Provisions

1. Board members shall accept no gifts from any individual, firm, or business entity which the Board member has reason to believe is doing business with or seeking to do business with the District. Meals and admissions to events that relate directly to the school system may be accepted.

2. Board members shall not participate in trips paid by a vendor or potential vendor for the purpose of inspecting products or programs useful to the District. Such trips, if deemed necessary, shall always be made at District expense and approved by the Board at a public meeting.

3. Board members, their spouses, or campaign committees shall not solicit any vendor or any employee of this District to make contributions to any political campaign or testimonial.

4. Board members shall not solicit nor accept personal discounts on merchandise or services from individuals, firms, or business entities that the Board member has reason to believe are doing business with or seeking to do business with this District unless those discounts are available to the general public.

5. No Board member may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the District, unless the recommendation is made at a public meeting of the Board.

6. Board members are prohibited from acting as an agent or attorney for compensation for anyone in connection with any matter in which the District is interested for two (2) years after their Board service terminates.

F.S. 112.311
F.S. 112.313
F.S. 1001.42

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Legal F.S. 112.311
F.S. 112.313
F.S. 1001.42

0166 - **EXEMPT MEETINGS**

The School Board is committed to transparency and conducting its meetings in the public. However, certain meetings are exempt from Florida's Open Meetings laws. Examples of such meetings include, but are not limited to, the following:

A. all discussions between the Superintendent, or the Superintendent's representative, and the Board relative to collective bargaining (i.e. "Executive Sessions");

B. meetings between the Board, the Superintendent, and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency (i.e. "Shade Meetings");

   Such meetings must meet the following conditions:

   1. The Board's attorney shall advise the Board at a public meeting that they desire advice concerning the litigation.

   2. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

   3. The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the Board's clerk within a reasonable time after the meeting.

   4. The Board shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Board chair shall announce the termination of the session.

   5. The transcript shall be made part of the public record upon conclusion of the litigation.

C. student expulsion hearings;

D. portions of any meeting relating directly to or that would reveal security and fire safety systems, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems;

E. risk management sessions; and

F. any other meetings permitted to be exempt under Florida law.

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F.S. 255.065

F.S. 119.0725

F.S. 286.0113

F.S. 447.605

F.S. 768.28

F.S. 1006.07

Book	Policy Manual
Section	Vol. 24 No. 2 REVISED
Title	Copy of RELIGION IN THE CURRICULUM
Code	po2270 12/6/23
Status	
Adopted	June 27, 2017

2270 - **RELIGION IN THE CURRICULUM**

~~Based on the First Amendment protection from the establishment of religion in the schools, no devotional exercises or displays of a religious character will be permitted in the District in the conduct of any program or activity under the jurisdiction of the School Board.~~ Instructional activities shall not be permitted to advance or inhibit any particular religion or religion generally.

An understanding of religions and their effects on civilization is essential to the thorough education of young people and to their appreciation of a pluralistic society. To that end, the curriculum may include as appropriate to the various ages and attainments of the students, instruction about the religions of the world.

The School Board acknowledges the degree to which a religious consciousness has permeated the arts, literature, music, and issues of morality. The instructional and resource materials approved for use in the District schools frequently contain religious references or concern moral issues that have traditionally been the focus of religious concern. That such materials may be religious in nature shall not, by itself, bar their use by the District. The Board directs that instructional staff members employing such materials be neutral in their approach and avoid using them to advance or inhibit religion in any way.

The Board recognizes that religious traditions vary in their perceptions and doctrines regarding the natural world and its processes. The curriculum is chosen for its place in the education of the District's students, not for its conformity to religious principles. Students should receive unbiased instruction in the schools so they may privately accept or reject the knowledge thus gained, in accordance with their own religious tenets.

Accordingly, no student shall be exempted from attendance in a required course of study on the grounds that the instruction therein interferes with the free exercise of his/her religion.

No classroom teacher shall be prohibited from providing reasonable periods of time for programs of meditation upon a moral, philosophical, or patriotic theme. No student shall be required to participate in such programs or meditations if they are contrary to the religious convictions of the student or his/her parents or guardians.

See also Policy 8800 - *Religious and Other Ceremonies and Observances* and Policy 8805 - *Model Policy on Religious Expression in Public Schools.*

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Legal F.S. 1003.45

U.S. Consti. Amend. 1

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 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.

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.

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Revised 11/14/23

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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

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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~~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 asdescribed 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.

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.

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F.S. 1001.41

F.S. 1001.42

F.S. 1002.20

F.S. 1003.01(3)

F.S. 1003.4156

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

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

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2623 - **STUDENT ASSESSMENT**

The School Board shall assess student achievement and needs in all program areas in compliance with the law and rules of the State Board of Education. The purpose will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of this District. Each student must participate in the Statewide standardized assessment program and the local assessment program as required by law.

Student performance data shall be used in developing objectives for the school improvement plan, evaluating instructional personnel and administrative personnel, assigning staff, allocating resources, acquiring instructional materials and technology, implementing performance-based budgeting, and promoting and assigning students to educational programs. The analysis of student performance data will identify strengths and needs in the educational program and trends over time, and be used in conjunction with budgetary planning and development of remediation programs.

The Board shall require the following:

A. mandatory participation by all eligible students as defined by State Board of Education rules;

B. Statewide assessments offered by the State be made available to all Florida Virtual School students in the District;

C. industry certification examinations, national assessments, and Statewide assessments be taken at the student's regularly assigned school unless an alternative site is mutually agreed to by the District and the Florida Virtual School or authorized contractor;

The school will notify FLVS of the date and time of the administration of each examination or assessment.

D. parents be informed of the testing program of the schools and of the Statewide, standardized tests or the local assessments that are to be administered to their children;

E. data regarding individual test scores on either the Statewide, standardized tests or the local assessments be entered on the student's cumulative record, where it will be subject to the policy of this Board regarding student records;

F. school and District test results will be reported to the public annually;

G. the Superintendent has procedures in place for the annual assessment of Kindergarten through 10th grade students on their reading proficiency and identify those students who are reading below grade level. S/He shall ensure that each student's teacher is involved in the assessment and in the identification of those students who are reading below grade level.

The school will notify the parent of each student who exhibits a deficiency in reading, shall consult with the parent in the development of a progress monitoring plan, and will provide intensive reading instruction to the student until the deficiency is corrected.

Statewide Standardized Assessment

The School District shall administer the Statewide, standardized tests to students at the grade levels and for the subjects at the times designated by the Florida Commissioner of Education. The Statewide standardized assessment program consists of Statewide, standardized comprehensive assessments, end-of-course (EOC) assessments, Kindergarten Readiness Screener, ACCESS for ELLs, and the Florida Standards Alternate Assessment.

A Statewide standardized EOC assessment must be used as the final cumulative examination for its associated course. No additional final assessment may be administered in a course with a Statewide standardized EOC assessment. A District-required local assessment may be used as the final cumulative examination for its associated course in accordance with Board policy.

Local Assessments

The District will provide a student's performance results on District-required local assessments to the student's teachers and parent within one (1) week after administering such assessments unless the superintendent determines in writing that extenuating circumstances exist and report the extenuating circumstances to the Board. Results will be made available through a web-based portal as part of the District's student information system and in a printed format upon request by a student's parent.

Local Assessment Committees

The Superintendent is authorized to convene local assessment committees to evaluate the assessments that are available to measure the performance of the District's students in all subjects and grade levels not measured by Statewide, standardized assessments, and to recommend to the Superintendent the assessment that would be most appropriate for the purpose required by State law. In so doing, these committees shall consider item banks, facilitating the sharing of developed tests with other school districts, acquiring assessments from State and national curriculum-area organizations, and providing technical assistance in best professional practices of test development based upon State-adopted curriculum standards, as well as established protocols for Statewide, standardized assessments concerning administration, scoring, and security.

Upon approval of the Superintendent of the specific type of assessment to be used at each grade level and for each subject not measured by a Statewide, standardized assessment, these committees shall then be responsible for the selection and/or development of each specific assessment, the development of the protocols that will govern the administration of the assessment, the protocols to be used in the scoring of each local assessment, and any protocols necessary for test security. The committee shall also be responsible for recommending to the Superintendent the method for collecting assessment results.

During the development of the local assessment program, progress reports may be made to the Board about the work of the local assessment committees, and when development of the local assessment program for each grade level and subject area has not been completed.

The Superintendent may charge the local assessment committees with the responsibility of annually reviewing and analyzing the performance results of the students at each grade level or subject for which they developed the local assessment instrument.

The local assessment committee will also be responsible for analyzing the reliability and validity of the assessment instrument, and making revisions to the instrument, if need be. The Superintendent may provide technical assistance to the committees in determining the reliability and validity of the assessment instrument.

Scheduling of Assessments

A. The State establishes the schedules for the administration of any Statewide standardized assessments and the Board approves the schedules as an agenda item at a Board meeting. The District will publish the testing schedules on its website using the Department of Education's uniform calendar with the information required by State law.

   The Board will submit the schedules to the Department of Education by October 1st of each year. Each District will publish the schedules for Statewide, standardized assessments and District-required assessments on its website using the uniform calendar.

B. The Board will not schedule more than five percent (5%) of a student's total school hours in a school year to administer Statewide standardized assessments, the coordinated screening and progress monitoring system under F.S. 1008.25(8)(b)2., and District-required local assessments. The Board will secure written consent from a student's parent before administering District-required local assessments that, after applicable Statewide standardized assessments and coordinated screening and progress monitoring are scheduled, exceed the five percent (5%) test administration limit for that student. The five percent (5%) test administration limit for a student may be exceeded if necessary to provide test accommodations that are required by an IEP or are appropriate for an English language learner who is currently receiving services in the District's English language learner program.

Assessment Preparation

No school in this District may suspend the regular program of curricula to administer practice assessments or engage in other assessment-preparation activities for a Statewide standardized assessment. However, the Board authorizes schools to:

A. distribute to students sample assessment books and answer keys that are published by the Florida Department of Education;

B. provide individual instruction in assessment-taking strategies without suspending the school's regular program of curricula for a student who scores at Level 1 or Level 2 on a prior administration of the Statewide assessment;

C. provide individualized instruction in the content knowledge and skills assessed, without suspending the school's regular program of curriculum for a student who scores at Level 1 or Level 2 on a prior administration of the Statewide assessment or a student who, through a diagnostic assessment administered by the District is identified as having a deficiency in the content knowledge and skills assessed; and

D. administer a practice assessment or engage in other assessment preparation activities for the Statewide assessment which are determined necessary to familiarize students with the organization of the assessment, the format of the assessment items, and the assessment directions, or which are otherwise necessary for the valid and reliable administration of the assessment, as set forth in rules adopted by the State Board of Education.

Students with Disabilities

A. **Participation in Statewide Standardized Assessments with or without Accommodations**

All students with disabilities will participate in the Statewide standardized assessment program based on State standards, pursuant to F.A.C. 6A-1.09401, without accommodations unless the student's individual educational plan (IEP) team, or the team that develops the plan required under Section 504 of the Rehabilitation Act, determines and documents that the student requires allowable accommodations during instruction and for participation in a Statewide standardized assessment.

"Accommodations" are defined as adjustments to the presentation of the Statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a Statewide standardized assessment to include amount of time for administration, settings for administration of a Statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a Statewide standardized assessment. Accommodations that negate the validity of a Statewide standardized assessment are not allowable.

The provision of accommodations for students with disabilities shall be provided in accordance with section 4 (a) through (e) of F.A.C. 6A-1.0943 and applicable State and Federal laws.

B. **Florida Standards Alternate Assessment**

A student with a disability, as defined in F.S. 1007.02(2), for whom the IEP Team determines that the Statewide standardized assessments 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 a waiver shall be designated on the student's transcript. The statement of waiver shall be limited to a statement that performance on an assessment was waived for the purpose of receiving a course grade or a standard high school diploma, as applicable.

The alternative assessment program is designed for a student with a significant cognitive disability and includes the Florida Standards Alternate Assessment (FSAA) - Performance Task and the FSAA - datafolio assessments. The decisions of whether a student is eligible to participate in the alternative assessment program and whether the student should participate in the FSAA - Performance Tax or FSAA - datafolio assessments is determined by the student's IEP team and delineated on the student's IEP. Such determination must be in accordance with the criteria set forth in Florida law including, but not limited to, F.A.C. 6A-1.0943 and 6A-1.09430.

C. **Extraordinary Exemptions**

A student with a disability for whom the IEP team determines is prevented by a circumstance or condition, as those terms are defined in F.S. 1008.212, from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment pursuant to F.S. 1008.22(3)(c) shall be granted an extraordinary exemption from the administration of the assessment. A learning, emotional, behavioral, or significant cognitive disability or the receipt

of services through the homebound or hospitalized program is not, in and of itself, an adequate criterion for the granting of an extraordinary exemption.

Once an IEP Team determines that a student with a disability is prevented by a "circumstance" or "condition" as defined in F.S. 1008.212 from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment under F.S. 1008.22(3)(c), the IEP Team, which must include the parent, may submit to the superintendent a written request for an extraordinary exemption from the administration of the assessment pursuant to F.S. 1008.212.

The written request for an extraordinary exemption may be made at any time during the school year but not later than sixty (60) days before the first day of the administration window of the assessment for which the request is made. The request must include the following information:

1. A written description of the student's disabilities, including a specific description of the student's impaired sensory, manual, or speaking skills.
2. Written documentation of the most recent evaluation data.
3. Written documentation, if available, of the most recent administration of Statewide standardized assessments.
4. A written description of the circumstances or conditions, as defined above, effect on the student's participation in Statewide standardized assessments.
5. Written evidence that the student has had an opportunity to learn the skills being tested.
6. Written evidence that the student has been provided appropriate instructional accommodations.
7. Written evidence as to whether the student has had the opportunity to be assessed using the instructional accommodations on the student's IEP which are allowable in the administration of a Statewide standardized assessment.
8. Written evidence of the circumstance or condition as defined above.
9. The name, address, and phone number of the student's parent.

The superintendent will recommend to the Commissioner of Education whether the request should be granted or denied, and the Commissioner will grant or deny the requested exemption within thirty (30) calendar days of receipt of the superintendent's request. A copy of the District's procedural safeguards as required in F.A.C. 6A-6.03311 shall be provided to the parent. If the parent disagrees with the IEP Team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent.

D. **Exemption Options for Students with a Medical Complexity**

In addition to the exemption option available under F.S. 1008.212, a student with a medical complexity as defined in F.S. 1008.22 may be exempt from participating in Statewide standardized assessments, including the Florida Alternate Assessment. If a parent consents in writing and the student's IEP team determines that the student should not be assessed based on medical documentation that confirms that the student meets the criteria of medical complexity, the parent may select from the assessment exemption options set forth in F.S. 1008.22.

Test Administration and Security

The ~~District~~Board may contract with qualified contractors to administer and proctor Statewide standardized assessments or local assessments required under State law. Assessments may be administered or proctored by qualified contractors at sites that meet criteria established by rules of the State Board of Education and adopted pursuant to State law to implement these contracting requirements.

~~The District may use District~~Board employees, such as education paraprofessionals, licensed, certified instructors, or education services officer test administrators as described in F.S. 1008.213 may ~~to~~ administer and proctor Statewide, standardized assessments or assessments associated with Florida approved ~~course~~courses under F.S. 1003.499. ~~District employees~~All test administrators and proctors for the Statewide assessments will be trained according to rules of the State Board of Education before performing such duties.

Board employees who are involved in handling, administering, proctoring or scoring of tests shall not:

A. reveal, copy or otherwise reproduce tests or individual test questions, except as authorized;

B. assist examinees in answering test questions by any means;

C. interfere with examinees' answers;

D. give answer keys to examinees or any unauthorized person.

Board employees who are involved in administering or proctoring tests, or who teach or otherwise prepare examinees, shall not participate in, direct, aid, or counsel, assist in, or encourage any activity that could result in the inaccurate measurement or reporting of the examinees' achievement.

The Board shall take appropriate and necessary actions against any employee who knowingly and willfully violates test security rules adopted by the FLDOE for any Statewide standardized assessments.

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Revised 12/13/22

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Legal

F.S. 1002.37
F.S. 1002.395
F.S. 1003.4282
F.S. 1008.212
F.S. 1008.22
F.S. 1008.23
F.S. 1008.24
F.S. 1008.25
F.A.C 6A-1.09422
F.A.C. 6A-1.0943
F.A.C. 6A-1.09430
F.A.C. 6A-1.09431
F.A.C. 6A-1.09432

Book	Policy Manual
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Revised Policy - Vol. 24, No. 2

5111.01 - **HOMELESS STUDENTS**

Definitions

Children and youth who are identified as meeting the Federal definition of "homeless" will be provided a free appropriate public education (FAPE) (including a public preschool education) in the same manner as all other students of the District and other services needed to provide equal opportunity to meet the same challenging State academic standards to which all students are held. To that end, homeless students will not be stigmatized or segregated on the basis of their status as homeless. The District shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness. The District shall regularly review and revise its policies, including school discipline policies that impact homeless students, including those who may be a member of any of the protected classes (Policy 2260 - *Nondiscrimination and Access to Equal Educational Opportunity*).

This policy and AP 5111.01, *Homeless Students (Role of the Liaison)*, are designed to identify students experiencing homelessness and to refer such students and their families for services available through the McKinney-Vento Act and services provided by local community social service entities.

Definitions

"Students experiencing homelessness" pursuant to State law means individuals who lack a fixed, regular, and adequate nighttime residence (as defined in 42 U.S.C. Section 11432) and include children and youth who meet any of the following criteria:

A. children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

B. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

C. children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

D. migratory children who are living in circumstances described in A through C above.

"Unaccompanied homeless youth" means a child or youth whose living arrangement qualifies as homeless under the definitions above and who is not in the physical custody of a parent or guardian.

~~**NOTE:**~~ According to ~~nonregulatory~~non-regulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see *Education for Homeless Children and Youth Programs, Non-Regulatory Guidance,* U.S. Department of Education (ED), for factors to consider when determining whether a child or youth is living in "substandard housing". For purposes of whether a child or youth resides in "substandard housing," the District may

consider whether the setting in which the family, child, or youth is living lacks one (1) of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities.

Pursuant to the McKinney-Vento Act, an unaccompanied youth includes a homeless child or youth and not in the physical custody of a parent or guardian. Under State law an unaccompanied homeless youth who is sixteen (16) years of age or older and found to be an unaccompanied homeless youth eligible for services under Federal law shall be issued a certificate by the District's McKinney-Vento Liaison on District letterhead documenting their status which is to be accepted by medical providers and the courts.

Additionally, pursuant to Federal and State law, children or youth who are experiencing homelessness also include migratory children who are living in circumstances described in A-D above.

Questionnaire(s)

The District shall create and utilize a student housing questionnaire(s) to be used in all public schools, including charter schools, to identify students who are experiencing homelessness and who may be eligible for ~~serivces~~services under the McKinney-Vento Act. The following requirements apply:

A. A student housing questionnaire must be provided to parents, guardians, and unaccompanied homeless youth at least once annually and whenever there is evidence that a student may be experiencing homelessness throughout the school year.

B. A student housing questionnaire must be included in the annual school enrollment packet.

C. A student housing questionnaire may be distributed or returned electronically, but it must be available in hard copy, if requested.

Beginning July 1, 2024, any student housing questionnaire will prominently explain that the purpose of the form is to identify students and families who may be eligible for services in the school or local community. In addition, the questionnaire will request the following information:

A. student's name (first name, middle initial, last name);

B. student's birth date;

C. student's school and grade;

D. names, birthdates, school, and grade for each additional child or youth in the household;

E. parent's or guardian's name;

F. street address;

G. length of time at current address;

H. former address;

I. parent's, guardian's, or unaccompanied homeless youth's phone number;

J. parent's, guardian's, or unaccompanied homeless youth's signature and date of signature;

K. selection of nighttime residence type, using the residences defined in the "Homeless Student, PK-12" data element in F.A.C. 6A-1.0014;

L. selection if the student is an unaccompanied homeless youth, as defined in 42 U.S.C. Section 11434(a)(6);

M. selection of homelessness cause, using the causes defined in the "Homelessness Cause" data element in F.A.C. 6A-1.0014.

Services to Homeless Children and Youth

The District will provide services to homeless students that are comparable to other students in the District, including:

A. transportation services (Policy 8600 - *Transportation*);

B. public preschool programs and other educational programs and services for which the homeless student meets eligibility criteria including:

1. programs for children with disabilities (Policy 2460 - *Exceptional Student Education*)

2. programs for English learners (ELs) (i.e., students with Limited English Proficiency (LEP)) (Policy 5780 - *Student/Parent Rights*);

3. programs in career and technical education (Policy 2421 - *Career and Technical Education*);

4. programs for gifted and talented students (Policy 2460 - *Exceptional Student Education*; Policy 5780 - *Student/Parent Rights*);

5. school nutrition programs(Policy 5335.01 - *Diet Modifications*; Policy 8500 - *Food Service Program*; Policy 8510 - *Wellness*; Policy 8531 - *Free and Reduced-Price Meals*);

6. before - and after-school programs (**( )** Policy 2262V1 - *Latchkey Program*; **( )** Policy 2262V2 - *School-Age Child Care*); and

7. Title I programs (Policy 2261 - *Title I Services*; Policy 2261.01 - *Parent Participation in Title I Programs*; Policy 2261.02 - *Title I - Parents' Right to Know*).

The Superintendent will appoint a McKinney-Vento Liaison who will perform the duties as assigned by the Superintendent, including those required under F.A.C. 6A-10.088. Additionally, the Liaison will:

A. coordinate District programs;

B. collaborate with other school districts, community services providers, and organizations, including:

1. local social services and other community agencies to provide support to homeless students and their families;

2. other school districts regarding homeless student-related transportation, transfer of school records, and other inter-District activities as needed; and

3. housing authorities.

C. collaborate with the State Coordinator for the Education of Homeless Children and Youth and school personnel responsible for the provision of education and related services to homeless children and youths, including exceptional student education needs. For more information on the role of the Liaison, refer to AP 5111.01.

Unaccompanied homeless high school youth will receive counseling to prepare and improve their readiness for postsecondary education.

School Stability

Maintaining a stable school environment is crucial to a homeless student's success in school. An "eligible school" is the school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend. To ensure stability, the District must make school placement determinations based on the "best interest" of the homeless child or youth based on student-centered factors. The District must:

A. continue the student's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year even if the child or youth becomes permanently housed during an academic year and continued to receive all McKinney-Vento Act benefits; or

B. enroll the student in any public school that non-homeless students who live in the attendance area in which the child or youth, or the family of the child or youth, is actually living are eligible to attend.

When determining a child or youth's best interest, the District must assume that keeping the homeless student in the school of origin is in that student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or the student if they are an unaccompanied youth. The school of origin is the school the student attended when permanently housed or the school at which the student was last enrolled, including a public preschool. The school of origin also includes the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

When determining the student's best interest, the District must also consider student-centered factors, including the impact of mobility on achievement, education, health, and safety of homeless students and give priority to the request of the student's parent or guardian, or youth (if an unaccompanied youth). The District also considers the school placement of siblings when making this determination.

If the District finds that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian, or unaccompanied youth, the District must provide the individual with a written explanation and reason for the determination in a manner and form understandable to the parent, guardian or unaccompanied youth. This written explanation will include appeal rights and be provided in a timely manner.

Immediate Enrollment

The District has an obligation to remove barriers to the enrollment and retention of homeless students. Enroll and enrollment include attending classes and participating fully in school activities. If a school other than the student's school of origin is chosen on the basis of a best interest determination, the homeless student must be immediately enrolled, even if the student does not have the documentation typically necessary for enrollment, such as immunization and other required health records, proof of residency, proof of guardianship, birth certificate, or previous academic records. The homeless student must also be enrolled immediately regardless of whether the student missed application or enrollment deadlines during the period of homelessness, fails to meet uniform or dress code requirements, or has outstanding fines or fees. Students must be provided appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school.

The enrolling school must immediately contact the school last attended by the homeless student to obtain relevant academic or other records. If the student needs immunization or other health records, the enrolling school must immediately refer the parent, guardian or unaccompanied youth to the Liaison, who will help obtain the immunizations, screenings or other required health records. Records usually maintained by the school must be kept so that they are available in a timely fashion if the child enters a new school or district. These records include immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs. Procedures for inter-State records transfer between schools should be taken into account in order to facilitate immediate enrollment.

In addition, it shall be the District's responsibility to make sure that, once identified for services, the homeless student is attending classes and not facing barriers to accessing academic and extra-curricular activities for which they meet relevant eligibility criteria, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs (if available).

Transportation

The District shall promptly provide homeless students with transportation services that are comparable to those available to non-homeless students. At the request of the parent or guardian, or the liaison in the case of an unaccompanied youth, the District shall provide, or arrange for, transportation to and from the student's school of origin.

A. If the homeless student continues to live in the District, transportation shall be provided, or the District shall arrange for the student's transportation, to/from their school of origin.

B. If the homeless student resides in another school district, but the best interest determination is that the student should continue their education at the school of origin in the District, the District and the school district in which the student now resides shall agree upon a method to equitably apportion responsibility and costs for transportation to the school of origin.

   If there is not agreement, the District shall assume responsibility to transport the student from the district of residence to the school of origin in the District. Since Federal law requires that the responsibility and costs to be shared equally, the district of residence shall be invoiced for their share of the cost for transportation.

C. If the homeless student resides in the District, but the best interest determination is that the student should continue their education at the school of origin in another district, the District and the school district in which the student's school of origin is located shall agree upon a method to equitably apportion responsibility and costs for

transportation to the school of origin.

If there is no agreement, the District shall assume responsibility to transport the student to the school of origin in the other district. Since Federal law requires the responsibility and costs for transportation services to be shared equally, the district in which the school or origin is located shall be invoiced for their share of the cost for transportation.

D. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

The mode of transportation shall be determined in consultation with the parent or guardian and shall be based on the best interest of the student.

In accordance with Federal law, the above transportation requirements still apply during the resolution of any dispute. The District will work with the State to resolve transportation disputes with other districts. Until the Districts reach agreement, the responsibility and costs for transportation shall be shared equally costs for transportation are to be shared equally.

If the disputing district is in another State, the District will turn to the State for assistance as Federal guidance says that both states should try to arrange an agreement for the districts.

Dispute Resolution

Homeless families and youths have the right to challenge placement and enrollment decisions. If a dispute arises between a school and a parent, guardian or unaccompanied youth regarding eligibility, school selection, or enrollment of a homeless student, the District must follow its dispute resolution procedures, consistent with the State's procedures. If such a dispute occurs, the District will immediately enroll the homeless student in the school in which enrollment is sought pending final resolution of the dispute, including all appeals. The student will receive all services for which they are eligible until all disputes and appeals are resolved.

Pursuant to Federal and State law, State Board rule, and this policy, the District will provide the parent, guardian, or unaccompanied youth with a written explanation of all decisions regarding school selection and enrollment made by the District, along with a written explanation of appeal rights.

The District's notice and written explanation about the reason for its decision will include, at a minimum, an explanation of how the school reached its decision regarding eligibility, school selection, or enrollment, including the following:

A. a description of the proposed or refused action by the school;

B. an explanation of why the action is proposed or refused;

C. a description of other options the school considered and why those options were rejected;

D. a description of any other relevant factors to the school's decision and information related to the eligibility or best interest determination such as the facts, witnesses, and evidence relied upon and their sources; and

E. an appropriate timeline to ensure deadlines are not missed.

The District's notice and written explanation shall include contact information for the Liaison and the State Coordinator, and a brief description of the roles of each. The District's notice and written explanation shall also inform the parent, guardian, or unaccompanied youth that the Liaison is responsible for providing information describing the State-level dispute resolution process and distributing the appropriate forms to all parties wanting to file an appeal.

To initiate the State-level appeals process, within ten (10) working days after receiving written notification of the District-level or inter-district decision, the parent, guardian, or unaccompanied youth may file an appeal with the Liaison, who must provide it to FLDOE. Upon receipt of an appeal, the Liaison is required to notify FLDOE of the State-level appeal and provide that appeal to the FLDOE. The local liaison also must log incidents of State-level appeals in the FLDOE Online Dispute Resolution Tracking System.

The FLDOE and the Commissioner of Education will render a decision on any appeal and provide a copy of such decision to the parties.

All decisions and notices shall be drafted in a language and format appropriate for low-literacy, limited vision readers, and individuals with disabilities.

For children and youth and/or parents or guardians who are English learners or whose dominate language is not English, the District will provide translation and interpretation services in connection with all phases of the dispute resolution process pursuant to Federal laws.

The District will also provide electronic notices via email if the parent, guardian or unaccompanied youth has access to email followed by a written notice provided in person or sent by mail.

Homeless Children in Preschool

Homeless preschool-aged children and their families shall be provided equal access to the educational services for which they are eligible, including preschool programs, including Head Start programs, administered by the District. Additionally, the homeless child must remain in the public preschool of origin, unless a determination is made that it is not in the child's best interest. When making such a decision on the student's best interest, the District takes into account the same factors as it does for any student, regardless of age. It also considers pre-school age specific factors, such as 1) the child's attachment to preschool teachers and staff; 2) the impact of school climate on the child, including school safety; the quality and availability of services to meet the child's needs, including health, developmental, and social-emotional needs; and 3) travel time to and from school.

The District must also provide transportation services to the school of origin for a homeless child attending preschool. It is the District's responsibility to provide the child with transportation to the school of origin even if the homeless preschooler who is enrolled in a public preschool in the District moves to another district that does not provide widely available or universal preschool.

Public Notice

In addition to notifying the parent or guardian of the homeless student or the unaccompanied youth of the applicable rights described above, the District shall post public notice of educational rights of children and youth experiencing homelessness in each school. In addition, the District shall post public notice of the McKinney-Vento rights in places that homeless populations frequent, such as shelters, soup kitchens, and libraries in a manner and form understandable to the parents and guardians and unaccompanied youths.

Records

The local liaison will assist the homeless students and their parent(s) or guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school.

All records for homeless students shall be maintained, subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Policy 8330, and in such a manner so that they are available in a timely fashion and can be transferred promptly to the appropriate parties, as required. Pursuant to the McKinney-Vento Act, information regarding a homeless student's living situation is not considered directory information, is held confidential, and must be provided the same protections as other non-directory personally identifiable information (PII) contained in student education records under FERPA. The District shall incorporate practices to protect student privacy as described in AP 5111.01, AP 8330, and in accordance with the provisions of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

Annual and Other Reporting Requirements

By August 1st of each year, the District will submit the Florida McKinney-Vento Program District Contact Directory and Listserve Update utilizing the appropriate FLDOE form. The District will also report information on students experiencing homelessness to the FLDOE during the survey periods and use the elements set forth in F.A.C. 6A-1.0014.

The School District will notify the Florida McKinney-Vento Program within ten (10) school days of a change in assignment of or contact information for the District liaison.

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F.S. 1003.01

F.S. 1003.21

F.S. 1003.22

F.S. 1009.21

F.S. 1009.25

F.A.C. 6A-10.088

42 U.S.C. 11431 et seq.

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Status	
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5780 - **STUDENT/PARENT RIGHTS**

The School Board recognizes that students possess not only the right to an education but the rights of citizenship as well. Federal and State law prohibits the Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights of freedoms afforded to students by the United States Constitution.

In providing students the opportunity for an education to which they are entitled, the District shall attempt to offer nurture, counsel, and custodial care appropriate to their age and maturity. The District shall, at the same time, guarantee that no student is deprived of the basic right to equal treatment and equal access to the educational program, due process, a presumption of innocence, free expression and association, and the privacy of his/her own thoughts.

Attendant to the rights guaranteed to each student, however, are certain responsibilities, which include respect for the rights of others, obedience to properly constituted school authority, and compliance with the procedures and rules of the District.

Since a student who has reached the age of majority possesses the full rights of an adult, s/he may authorize those school matters previously handled by his/her parents, but s/he also assumes the responsibility for his/her performance in school, attendance, and compliance with school rules.

All K-12 students in Florida are entitled to a uniform, safe, secure, efficient, and high-quality system of education, one that allows students the opportunity to obtain a high-quality education. Parents are responsible to ready their children for school; however, neither the State of Florida nor the District can be a guarantor of any individual student's success.

Parental Access at School

Each parent has the right to pick-up, visit, and meet with his/her student at school, without interference of or the need for consent from the other parent, unless the school has received a certified copy of an enforceable court order that provides to the contrary. The Principal may restrict the times, location, frequency, and length of parent visitations at school, based on legitimate pedagogical or scheduling reasons. The District will abide by enforceable "no contact orders" which have been provided to the school.

Educational Decisions

Both parents have an equal right to make decisions about the education and welfare of their student unless the school has received a certified copy of an enforceable court order that specifies that one of the parents, or someone else, has the sole right to make educational and/or general welfare decisions for the student.

If the parents cannot agree on a significant decision about the student's education or on matters affecting the health, safety, or welfare of the student, the school will take action based on what it considers to be in the best interests of the child.

Attendance

A. Termination of Enrollment

A student who attains the age of sixteen (16) years during the school year has the right to file a formal declaration

of intent to terminate school enrollment if the declaration is signed by the parent. The parent has the right to be notified by the District of its receipt of the student's declaration of intent to terminate school enrollment.

B. Married or Pregnant

Students who become or have become married or who are pregnant and parenting have the right to attend school and receive the same or equivalent educational instruction as other students.

C. Compulsory Attendance

Parents of students who have attained the age of six (6) years by February 1st of any school year but who have not attained the age of sixteen (16) years must comply with the compulsory school attendance laws. Parents have the option to comply with the school attendance laws by attendance of the student in a public school; a parochial, religious, or denominational school; a private school; a home education program; or a private tutoring program. (see also Policy 5112 - Entrance Requirements)

D. Absence for Religious Purposes

A parent of a student may request and be granted permission for absence of the student from school for religious instruction or religious holidays. (see also Policy 5225 - Absences for Religious Holidays)

E. Dropout Prevention and Academic Intervention Programs

The parent of a student has the right to receive written notice by certified mail at least five (5) days before a student is initially enrolled in, or at least five (5) days before a student initially receives services under~~prior to placement of the student in~~ a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement. Thereafter, the parent must be notified annually. The notification must be in the parent's primary language or other mode of communication commonly used by the parent unless clearly not feasible pursuant to F.A.C. 6A-6.0908.

F. Absence for Treatment of Autism Spectrum Disorder

A parent of a student may request and be granted permission for absence of the student from school for an appointment scheduled to receive a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Health Issues

A. Notice of Health Care Services

At the beginning of the school year, the District will provide notice to parents of all health care services offered at their student's school and of the option to withhold consent to or decline any specific service. Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the District will provide the questionnaire or form to the parent and obtain the permission of the parent.

B. School-Entry Health Examinations

The parent of any student shall be exempt from the requirement of a health examination upon written request stating objections on religious grounds. (see also Policy 5112 - Entrance Requirements)

C. Immunizations

The parent of any student shall be exempt from the school immunization requirements upon meeting any of the specified exemptions. (see also Policy 5320 - Immunizations and Policy 5112 - Entrance Requirements)

D. Biological Experiments

Parents may request that their child be excused from performing surgery or dissection in biological science classes.

E. Reproductive Health and Disease Education

A public school student whose parent makes written request to the school Principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS.

F. Contraceptive Services to Students

Students may not be referred to or offered contraceptive services at school facilities without the parent's consent.

G. Career Education Courses Involving Hazardous Substances

High school students must be given plano safety glasses or devices in career education courses involving the use of hazardous substances likely to cause eye injury.

H. Substance Abuse Reports

The parent of a student must be timely notified of any verified report of a substance abuse violation by the student.

I. Inhaler Use

Asthmatic students whose parent and physician provide their approval to the school Principal may carry a metered dose inhaler on their person while in school. The school Principal shall be provided a copy of the parent's and physician's approval. (see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

J. Epinephrine Use and Supply

A student who has experienced or is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer epinephrine by auto-injector while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities if the school has been provided with written parental and physician authorization.

The School District shall be indemnified by the parent of a student who is authorized to carry an epinephrine auto-injector for any and all liability with respect to the student's use of an epinephrine auto-injector pursuant to this policy.

The District and its employees and agents, including the physician who provides the standing protocol for school epinephrine auto-injectors, are not liable for any injury arising from the use of an epinephrine auto-injector administered by trained school personnel who follow the adopted protocol and whose professional opinion is that the student is having an anaphylactic reaction:

1. unless the trained school personnel's action is willful and wanton;

2. notwithstanding that the parents or guardians of the student to whom the epinephrine is administered have not been provided notice or have not signed a statement acknowledging that the School District is not liable; and

3. regardless of whether authorization has been given by the student's parents or guardians or by the student's physician, physician's assistant, or advanced registered nurse practitioner.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

K. Diabetes Management

The District may not assign a student who has diabetes to a particular school on the basis that the student has diabetes, that the school does not have a full-time school nurse, or that the school does not have trained diabetes personnel.

Diabetic students whose parent and physician provide their written authorization to the school Principal may carry diabetic supplies and equipment on their person and attend 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 rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin-delivery system used by the student, and treating hypoglycemia and hyperglycemia.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to carry diabetic supplies or equipment for any and all liability with respect to the student's use of such supplies and equipment pursuant to this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

L. Use of Prescribed Pancreatic Enzyme Supplements

A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, IF the school has been provided with written authorization from the student's parent and prescribing practitioner.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to use prescribed pancreatic enzyme supplements for any and all liability with respect to the student's use of the supplements under this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

M. Involuntary Examinations of Students

Before a Principal contacts a law enforcement officer for possible removal of a student from school for involuntary examination, the Principal must verify that the school has used de-escalation strategies and initiated outreach to a mobile response team, unless the Principal reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.

The Principal shall make a reasonable attempt to notify a parent of a student before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination pursuant to F.S. 394.463. Reasonable attempt to notify means the exercise of reasonable diligence and care by the Principal to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the Principal must take the following actions:

1. Use available methods of communication to contact the student's parent, guardian, or other known emergency contact including, but not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student;

2. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

The Principal who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with federal and state law.

The Principal may delay the required notification for no more than twenty-four (24) hours after a student is removed if:

1. the Principal deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect. (see also Policy 2410 - School Health Services); or

2. the Principal reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

M. Sun-protective Measures in School

A student may possess and use a topical sunscreen product while on school property or at a school-sponsored event or activity without a physician's note or prescription if the product is regulated by the United States Food and Drug Administration for over-the-counter use to limit ultraviolet light-induced skin damage.

N. Face Covering and Quarantine Mandates in Response to COVID-19

Neither the Board nor any agent or employee of the Board may:

1. require a student to wear a face mask, a face shield, or any other facial covering that fits over the mouth or nose. However, a parent, at the parent's sole discretion, may allow his/her child to wear a face mask, a face shield, or any other facial covering that fits over the mouth or nose;

   This prohibition does not apply to safety equipment required as part of a course of study consistent with occupational or laboratory safety requirements.

2. prohibit a student from attending school or school-sponsored activities, prohibit a student being on school property, or subject a student to restrictions or disparate treatment, based on an exposure to COVID-19, so long as the student remains asymptomatic and has not received a positive test for COVID-19.

O. Naloxone Use and Supply

Schools may purchase a supply of the opioid antagonist naloxone from a wholesale distributor as defined in F.S. 499.003 or may enter into an arrangement with a wholesale distributor or manufacturer as defined in F.S. 499.003 for naloxone at fair-market, free, or reduced prices for use in the event that a student has an opioid overdose. The naloxone must be maintained in a secure location on the school's premises.

P. Medication to Relieve Headaches

A student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event/activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.

Discipline

A. Suspension

A student may be suspended only as provided by policy of the District. A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension.

A student with a disability may only be recommended for suspension or expulsion in accordance with State Board of Education rules.

B. Expulsion

Public school students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process.

Safety

Students who have been victims of certain felony offenses by other students, as well as the siblings of the student victims, have the right to be kept separated from the student offender, both at school and during school transportation.

Educational Choice

A. Public School Choices

Parents may seek whatever public school options are applicable and available to students in the School District.

Options also include the public educational choice options of the Hope Scholarship Program (see Policy 2371 - Hope Scholarships), the Opportunity Scholarship Program, the McKay Scholarships for Students with Disabilities Program, the Family Empowerment Scholarship Program, and the Florida Tax Credit Scholarship Program. (see also Policy 2370.01 - Virtual Instruction, and Policy 5113 - School Choice Options Provided by Federal Law)

B. Parental/Other School Choices

Parents may seek private educational choices.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal. Within two (2) weeks of receiving a completed Form 5780 F3, the Principal shall notify the parent in writing as to whether the request is approved or denied.

If an in-field teacher for the student's course and grade level is employed by the school and the transfer would not violate maximum class size requirements, the request shall be approved. The student shall be transferred no later than two (2) weeks from the date Form 5780 F3 is received.

If denied, the Principal shall specify the reasons for the denial.

C. New Worlds Scholarships

The parent of a student in kindergarten through grade 5 who (1) has a substantial reading deficiency identified under F.S. 1008.25(5)(a) or scored below a Level 3 on the Statewide, standardized English Language Arts (ELA) assessment in the prior school year or (2) has a substantial deficiency in mathematics or the characteristics of dyscalculia as identified under F.S. 1008.25 or scored below a Level 3 on the Statewide, standardized Mathematics assessment in the prior school year may seek a reading scholarship in accordance with State law.

By September 30th of each year, the District will notify the parent of each eligible student in kindergarten through grade 5 who has a substantial reading deficiency identified under F.S. 1008.25(5)(a) or scored below a Level 3 on the Statewide, standardized ELA assessment in the prior school year of the process to request and receive a reading scholarship, subject to available funds.

D. Request to Transfer to Different Classroom Teacher

Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred to a different classroom teacher. As part of the request, the parent must state with specificity the grounds supporting the request. Requests must be in writing and provided to the School Principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal or his/her designee. Within two (2) weeks of receiving a request , the Principal shall notify the parent in writing as to whether the request is approved or denied. If denied, the Principal or his/her designee shall specify the reasons for the denial.

ACCEL Options

Parents may request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) options, including whole grade promotion, midyear promotion or subject matter acceleration. If the parent selects one of these ACCEL options and the student meets eligibility and procedural requirements in the student progression plan, the student will have the opportunity to participate in the ACCEL option.

Nondiscrimination

All education programs, activities, and opportunities offered by the District are available without discrimination on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), color, ethnicity, national origin, sex (including sexual orientation, transgender 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"). (see also Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability)

Exceptional Students

Parents may enroll their eligible child in gifted or special education. (See also Policy 2460 - Exceptional Student Education)

A. Notice and Due Process

Parents of students with disabilities and parents of students in residential care facilities are entitled to notice and due process. (see also Policy 2460 - Exceptional Student Education)

B. Graduation

Students with disabilities are provided the opportunity to meet the graduation requirements for a standard high school diploma. Certain students with disabilities may be awarded a special diploma upon high school graduation. (see also Policy 2623 - Student Assessment)

C. Meetings with District Personnel

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at any meeting with District personnel.

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 any meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents or eligible students on school grounds shall sign-in at the front office of such school as a guest.

Parents, or eligible students, and District personnel shall sign a form at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged, or attempted to 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.

Blind Students

Students who are blind have the right to an individualized written education program and appropriate instructional materials to attain literacy.

Limited English Proficient Students

Limited English proficient students have the right to receive English for Speakers of Other Languages (ESOL) instruction designed to develop the student's mastery of listening, speaking, reading, and writing in English as rapidly as possible. The students' parents have the right of parental involvement in the ESOL program.

Students with ~~Substantial~~ Reading ~~and/or Mathematics~~ Deficiencies

Each elementary school shall regularly assess the reading ability of each K-3 student. The parent of any K-3 student who exhibits a reading deficiency shall be immediately notified of the student's deficiency with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a progress monitoring plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected.

~~In accordance with F.S. 1008.25 parent of (1) any K-3 student who exhibits a substantial reading deficiency or the characteristics of dyslexia or (2) any K-4 student who exhibits a substantial deficiency in mathematics or the characteristics of dyscalculia shall immediately be provided written notification and monthly progress reprots as required in F.S. 1008.25.~~

Students with Substantial Math Deficiencies

The parent of any K-4 student who exhibits a substantial deficiency in mathematics will be notified that the child has been identified as having a deficiency, with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics; a description of current services provided to the child; a description of proposed intensive interventions and supports that will be provided to remediate the identified area of math deficiency; and strategies through a home-based plan the parent can use in helping the child succeed in mathematics, including resources in an electronic format.

Pledge of Allegiance

A student will be excused from reciting the Pledge of Allegiance or the Declaration of Independence, upon written request by the student's parent, in accordance with State law. See also Policy 8800, Religious/Patriotic Ceremonies and Observances.

Student Records

A. Each parent has an equal right of access, right to waive access, right to challenge and hearing and right of privacy in the education records of his or her student who is a minor or a dependent adult pursuant to law, unless the school has received a certified copy of an enforceable court order that provides to the contrary.

B. A student is not required to provide his/her social security number as a condition for enrollment or graduation.

C. The school will not collect, obtain or retain information on the political affiliation, voting history, religious affiliation or biometric information of a student, parent or siblings.

Student Report Cards

Students and their parents have the right to receive student report cards on a regular basis that clearly depict and grade the student's academic performance in each class or course, the student's conduct, and the student's attendance.

Student Progress Reports

Parents shall be informed at regular intervals of the academic progress and other needed information regarding their child, including ways they can help their child to succeed in school.

Student Accountability and School Improvement Rating Reports

Parents of public school students are entitled to an easy-to-read report card about the school's grade designation or, if applicable, school's improvement rating, and the school's accountability report, including the school financial report.

High School Athletics

A. Eligibility

A student is eligible in the school in which s/he first enrolls each school year, the school in which the student makes himself/ herself a candidate for an athletic team by engaging in practice before enrolling, or the school to which the student has transferred with approval of the Board, in accordance with State law.

B. Medical Evaluation

Students must satisfactorily pass a medical evaluation each year before participating in athletics, unless the parent objects in writing based on religious tenets or practices, in accordance with State law.

Extra-Curricular Activities

A. Eligibility

Students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities. (see also Policy 2430 - District-Sponsored Clubs and Activities)

B. Home Education Students

Home education students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies, or may develop an agreement to participate at a private school.

C. Charter School Students

Charter school students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the school to which the student would be assigned or could choose to attend according to Board policies unless such activity is provided by the student's charter school.

D. Florida Virtual School Full-Time Students

Florida Virtual School full-time students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies.

Instructional Materials

A. Core Courses

Each student is entitled to sufficient instructional materials in the core courses of mathematics, language arts, social studies, science, reading, and literature.

B. Curricular Objectives

The parent of each student has the right to receive effective communication from the school Principal as to the manner in which instructional materials are used to implement the school's curricular objectives.

C. Sale of Instructional Materials

Upon request of the parent of a student, the Principal will sell to the parent any instructional materials used in the school.

D. Dual Enrollment Students

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of

dual enrollment students is available to the dual enrollment students free of charge.

E. Parent Access to Instructional Materials

Parents have the ability to access their child's instructional materials and may object to the use of a specific instructional material or contest the adoption of instructional material (See Policy 2520, Selection and Adoption of Instructional Materials).

Juvenile Justice Programs

Students who are in juvenile justice programs have the right to receive educational programs and services, in accordance with State law.

Parental Input and Meetings

A. Meetings with School District Personnel

Parents may be accompanied by another adult of their choice at a meeting with School District personnel.

B. District Educational Facilities Program

Parents and other members of the public have the right to receive proper public notice and opportunity for public comment regarding the District's educational facilities work program, in accordance with State law.

C. Parent-Teacher Associations and Organizations

Parents have the right to participate in parent-teacher associations and organizations that are sanctioned by the Board or by the Florida Department of Education.

Transportation

A. Transportation to School

Students are provided transportation to school in accordance with the provisions of State law. (see also Policy 8600 - Transportation)

B. Hazardous Walking Conditions

Students in grades K-6 are provided transportation if they are subjected to hazardous walking conditions, in accordance with State law.

C. Parental Consent

Each parent of a public school student must be notified in writing and give written consent before the student may be transported in a privately owned motor vehicle to a school function in accordance with State law. (see also Policy 8660 - Transporting Students by Private Vehicles)

Orderly, Disciplined Classrooms

Students will be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students. (see also Policy 5600 - Student Discipline)

Economic Security Report

Prior to registration, each middle school and high school student or the student's parent will be provided a two (2) page summary of the Department of Economic Opportunity's economic security report of employment and earning outcomes and electronic access to the report.

Safe Schools

Parents of District students will be timely notified pursuant to procedures adopted by the Superintendent of threats and the following unlawful acts or 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;

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.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9).

Parental Notification of Arrests of Employees

Notwithstanding F.S. 1012.31(3)(a)1 and 1012.796(4), within twenty-four (24) hours after a law enforcement agency provides the Superintendent with written notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

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Legal

F.S. 39.201
F.S. 381.0056
F.S. 394.463
F.S. 1000.05
F.S. 1002.20
F.S. 1002.22
F.S. 1002.385
F.S. 1002.39
F.S. 1002.394
F.S. 1002.395
F.S. 1002.40
F.S. 1002.41
F.A.C. 6A-6.0521
F.S. 1002.411
F.S. 1002.43
F.S. 1003.01(13)
F.S. 1003.02
F.S. 1003.21
F.S. 1003.22
F.S. 1003.3101
F.S. 1003.32
F.S. 1003.42
F.S. 1003.44
F.S. 1003.4505
F.S. 1003.47
F.S. 1003.52
F.S. 1003.53

F.S. 1003.55
F.S. 1003.56
F.S. 1003.57
F.S. 1003.58
F.S. 1006.062(7)
F.S. 1006.09
F.S. 1006.13
F.S. 1006.15
F.S. 1006.20
F.S. 1006.21
F.S. 1006.22
F.S. 1006.23
F.S. 1006.28
F.S. 1006.40
F.S. 1007.271
F.S. 1008.22
F.S. 1008.25
F.S. 1008.386
F.S. 1012.42
F.S. Chapter 1014
F.A.C. 6A-6.0521

8330 - **STUDENT RECORDS**

In order to provide appropriate educational services and programming, the School Board must collect, retain, and use information about students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Definitions

A. "Education records" means records that are directly related to a student and that are maintained by the District or a party acting for or on behalf of the District, as defined in 20 U.S.C. Section 1232g(a)(4).

B. "Eligible student" refers to students who are eighteen (18) years of age or older, or who are enrolled in a postsecondary institution, regardless of age.

C. "Online educational service" means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function. Examples include online services that students or parents use to access class readings, assignments, or videos, to view learning progression, or to complete assignments. This does not include online services that students or parents may use in their personal capacity or to online services that districts or schools may use to which students or parents do not have access, such as a district student information system.

D. "Parent" or "parents" includes parents or guardians of students who are or have been in attendance at a school or institution.

E. "Personally identifiable information" or "PII" means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII includes, but is not limited to, direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number). PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

F. "Student" means any individual who is or has been in attendance in a District school and regarding whom the District maintains education records.

G. "Therapeutic treatment plan" means a plan that identifies the mental health diagnosis, or condition, the therapy or intervention goal(s), the type of school-based mental health intervention, and the school-based mental health services provider responsible for providing the mental health intervention or therapy.

H. "Therapy progress notes" means notes maintained by a school-based mental health services provider that summarize the focus and progress toward treatment goals(s) of each therapy or intervention session.

I. "Third-party vendor" or "Third-party service provider" means any entity, whether public or private, that provides services to the Board through a contract or agreement. The term does not include the Florida Department of Education, the Department's contractors and subcontractors, school boards, and school districts.

Maintenance of Student Records

The Board is responsible for the records of all students who attend or have attended schools in this District. Only records mandated by the State or Federal government and necessary and relevant to the function of the School District or specifically permitted by this Board shall be compiled by District employees.

Each school shall maintain a permanent cumulative record for each student enrolled in the school which shall contain the data as prescribed by F.A.C. 6A-1.0955 and this policy.

Information contained in student education records shall be classified as set forth in F.A.C. 6A-1.0955 and retained in accordance with the rule and this policy.

A. Category A Records. Information for each student which shall be kept current while the student is enrolled and retained permanently in the manner prescribed by F.S. 1001.52

1. Student's full legal name.
2. Authenticated birthdate, place of birth, race, ethnicity, and sex.
3. Last known address of the student.
4. Name(s) of the student's parent(s) or guardian(s).
5. Name and location of last school attended.
6. Number of days present and absent, date enrolled, date withdrawn.
7. Courses taken and record of achievements, such as grades, credits, or certification of competence.
8. Date of graduation or date of program completion.
9. Records of requests for access to and disclosure of personally identifiable information from the student's educational records.

B. Category B Records. Information which is subject to periodic review and elimination when the information is no longer useful in the manner prescribed by F.S. 1001.52

1. Health information, family background data, standardized test scores, State-mandated achievement test scores, educational and career plans, honors and activities, work experience reports, and teacher comments.
2. Reports of student services or exceptional student staffing committees including all information required by F.S. 1001.42.
3. Correspondence from community agencies or private professionals.
4. Discipline records.
5. School Environmental Safety Incident Reports (SESIR) collected under F.S. 1006.07.
6. Threat assessments done by the threat assessment team pursuant to F.S. 1006.07, subject to the following:
    a. **Threat management. All reports of concerning behavior, concerning communications, or threats documented using the Florida Harm Prevention and Threat Management Instrument prescribed by Rule 6A-1.0019, F.A.C., are Category B records and shall be maintained in a student's file as long as determined useful by a threat management team, pursuant to Section 1006.07(7), F.S., and Rule 6A-1.0019, F.A.C. These records include all corresponding documentation and any additional information required by the Florida Model for threat management related to the reporting, evaluation, intervention, and management of threat assessment evaluations and intervention services.**
    b.
7. A list of schools attended.
8. Written agreements of corrections, deletions, or expunctions as a result of meetings or hearings to amend educational records.
9. Academic and behavioral intervention services.

10. Psychological evaluations.
11. Therapeutic treatment plans and therapy progress notes.
12. Such other records of educational importance as the school shall deem necessary.
13. Records designated for retention by the Florida Department of State in General Records Schedule GS7 for *Public Schools Pre-K - 12, Adult and Vocational/Technical.*

Category A and B records shall be maintained in compliance with the approved District records retention schedule.

Individual exceptional student records shall be kept separate from regular cumulative records. These records shall be sent to each succeeding school the student attends in the District and shall be maintained in accordance with the approved District records retention plan.

Periodic review for elimination of outdated information in student records by the custodian or designees shall be made in accordance with F.S. 1001.52, and the approved District records retention plan. The custodian of the student records shall be responsible for maintaining the accuracy of information by purging student records in accordance with the General Records Schedule for Public Schools (GS-7). Explanations placed in the education record and the record of access shall be maintained for as long as the education record to which it pertains is maintained. This procedure must be implemented before records are released to any vocational-technical centers, community colleges, or institutions of higher learning in which the student seeks or intends to enroll.

Type Record	Location	Custodian	Address
Active and inactive student records as specified in the current Student Records Manual for the District	Last school attended	Principal of last school attended	As shown in local directory
Inactive student cumulative records (Category A) as specified in the current Student Records Manual for the District	Central District office	Superintendent or designee	Records Management Educational Services Facility
Individual exceptional student education records as specified in the current Student Records Manual for the District	Last school attended	Principal of last school attended	As shown in local directory
Individual student psychological records as specified in the current Student Records Manual for the District	Last school attended	Principal of last school attended	As shown in local directory

Limitations on Collection and Retention of Certain Information

The District shall not collect, obtain, or retain information on the political affiliation, voting history, religious affiliation, or biometric information of a student or a parent or sibling of a student. For purposes of this paragraph, the term "biometric information" means information collected from the electronic measurement or evaluation of any physical or behavioral characteristics that are attributable to a single person, including fingerprint characteristics, hand characteristics, eye characteristics, vocal characteristics, and any other physical characteristics used for the purpose of electronically identifying that person with a high degree of certainty. Examples of biometric information include, but are not limited to, a fingerprint or hand scan, a retina or iris scan, a voice print, or a facial geometry scan.

The District shall not maintain any report or record relative to a student that includes a copy of a student's fingerprints.

The Superintendent or designee will be responsible for the privacy and security of records that are not under the supervision of the school principal.

Requests to Deviate from Students Legal Name

Parents who approve of their student being referred to by any name other than their legal name (such as a nickname) must fully complete the District's electronic or hard copy parental consent form.

Access to Student Records

The rights of students and their parents with respect to education records created, maintained, or used by the District must be protected in accordance with FERPA, State law, and the implementing regulations and rules issued pursuant thereto. Students and their parents have the right to access their education records, including the right to inspect and review those records, have the right to waive their access to their education records in certain circumstances, have the right to challenge the content of education records, have the right of privacy with respect to such records and reports, and receive annual notice of their rights with respect to education records.

In addition to students and their parents and eligible students, student records shall be available only to designated school officials and personnel, to such other persons as the parent or eligible student authorizes in writing, a court of competent jurisdiction or to other individuals or organizations as permitted by law.

Schools may, without consent of parents, guardians, or eligible students, provide access to school officials to perform an administrative, supervisory, or instructional task, or to perform a service or benefit for the student or the student's family, and psychologists within the School District providing they have a legitimate educational interest. Support employees may be designated by the principal for the purpose of doing clerical work and maintaining student records. However, such persons shall receive in-service training concerning the confidentiality of student records and work under the supervision and control of an administrative staff member.

Whenever a student has attained eighteen (18) years of age, the permission and consent required of and rights accorded to the parents of the student as to student records maintained by the District, shall thereafter be required of and accorded to the eligible student only, unless the eligible student is a dependent of their parents as defined in Title 26 U.S.C. Section 152 of the Internal Revenue Code of 1954. The School District may, in this instance, disclose personally identifiable information from the education records to the parents without the prior consent of the eligible student.

Whenever a student has enrolled in a postsecondary institution, regardless of age, the permission and consent required of and rights accorded to the parents of the student as to student records maintained by the postsecondary institution shall thereafter be required of and accorded to the eligible student only. However, if the student is not eighteen (18) years of age, then the permission and consent required of and rights as to the student's records maintained by the District shall be retained by the parents.

The custodian of the student record shall permit the eligible student or the parents or guardians of the student who is or has been in attendance in the School District to inspect and review the education records of the eligible student or student. Provisions for such inspection and review shall be made within a reasonable period of time of the request, but in no case shall be more than thirty (30) days after the request has been made.

The District presumes that the eligible student or either parent of the student has the right to inspect, review, and receive copies of the education records of the student or eligible student unless the Board, its

staff, or the individual school has been provided a legally binding instrument or court order governing such matters as divorce, separation, or custody which provides to the contrary.

[NOTE: F.A.C. 6A-1.0955 requires that the policy include a schedule of charges]

In instances where records are opened to parents, guardians, or eligible students, schools shall make available a member of the professional staff to interpret the record and shall provide copies, upon request and payment of the current District copy rate, which shall not exceed the maximum rate for copies of public records as set forth in F.S. Chapter 119.

The copy rate will include actual reproduction costs and will not include the labor costs for retrieval.

School officials shall provide requesting parents, guardians, or eligible students an opportunity for a hearing to challenge the content of their child's or the eligible student's school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

Parents, guardians, and eligible students may waive their right of access to confidential letters or statements of recommendations or evaluation. Such waiver shall be made in writing to the custodian of the records and shall be signed by the parent, guardian, or eligible student. Such waiver shall apply to recommendations or evaluation only if:

A. the parent, guardian, or eligible student is, upon request, notified of the names of all persons submitting confidential letters or statements; and

B. such recommendations or evaluations are used solely for the purpose for which they were specifically intended.

The waiver of the right of access may be revoked in writing with respect to actions occurring after the revocation.

Court Request of Records

A. Student records may be disclosed to a court of competent jurisdiction provided that reasonable notification is given in advance to the parents and student. If the ~~Principal~~District's General Counsel is unable to notify prior to the time for compliance set forth in the court order, they shall bring to the court's attention the provision of the Family Educational Rights and Privacy Act of 1974 and comply with the court's instruction.

B. Student records may be disclosed pursuant to a lawfully issued subpoena, upon the condition that the student, or their parent if the student is either a minor and not attending an institution of postsecondary education or a dependent of such parent as defined in 26 U.S.C. 152 (s. 152 of the Internal Revenue Code of 1954), is notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

The Superintendent may, in writing, authorize access to student records to representatives of the Federal, State, or local educational authorities.

Transcripts of a student's records may be released without written consent from the students' parents, guardians, or eligible student, to any vocational-technical center, community college, or any postsecondary institutions of higher learning in which the student seeks or intends to enroll. A copy of the records may be released to the student's parents, guardians, or eligible student upon request. This policy is also applicable in instances where such a request is in connection with a student's application for, or receipt of, financial aid.

Hearing Procedure to Correct Student Records

Whenever a parent, guardian, or eligible student believes the content of the student record is inaccurate, misleading, or in violation of their privacy, they may request in writing an informal meeting with the custodian of the record for the purpose of requesting the correction, deletion, or expunction of any inaccurate, misleading, or otherwise inappropriate data or material contained in the student record.

If the parties at the informal meeting agree to make deletions, to expunge material, or to add a statement of explanation or rebuttal to the file, such agreement shall be reduced to writing and signed by the parties, and the appropriate school officials shall take the necessary actions to implement the agreement. If an agreement is not reached, denial of the request and notification of the right to a formal hearing shall be made in writing to the parent, guardian, or eligible student with a copy to the Superintendent or designee.

Upon the request of a parent, guardian, or eligible student, a formal hearing shall be held. Such hearing shall be requested, in writing, within ten (10) days of the written notice of denial at the informal meeting, to the Superintendent or designee, who shall appoint a hearing officer who shall be any official of the school system with no direct interest in the outcome of the hearing. The hearing officer shall convene and conduct the hearing and shall render a decision in writing to all concerned parties within ten (10) days of the conclusion of the hearing. Such hearing shall be held within a reasonable period of time but in no case shall be held more than thirty (30) days from the date of the written request.

The parents, guardian, eligible student, and officials of the school shall be afforded a full and fair opportunity to present evidence relevant to the issues raised. The hearing shall be recorded and available to all parties. However, the record of such hearings are exempt from disclosure under F.S. Chapter 119.

If the decision of the hearing officer is that the records are not inaccurate, misleading, or otherwise in violation of privacy rights, the parent, guardian, or eligible student shall be allowed to comment in writing on the information in the education record and set forth any reasons for disagreeing with the decision. This written response shall be filed in the education records of the student.

Disclosure of Personally Identifiable Information

Notwithstanding any other provision in this policy, student education records shall not be disclosed to any person, public body, body politic, political subdivision, or agency of the Federal government except when authorized by State or Federal law or in response to a lawfully issued subpoena or court order. In accordance with State law, student education records are exempt from the provisions of F.S. Chapter 119.

A. Prior Written Consent

1. Prior written consent of the parent, guardian, or eligible student shall be obtained prior to disclosing personally identifiable student information other than directory information. The written consent shall include: signature of the parent, guardian, or eligible student; date; specification of records or information to be disclosed; purpose of the disclosure; and the party or class of parties to whom a disclosure is to be made.

2. Disclosures of personally identifiable student information will be made only on the condition that the party or parties to whom the information is disclosed shall not disclose the information to any other party without prior written consent of the parent, guardian, or eligible student, as appropriate. Personally identifiable student information which is disclosed to an institution, agency, or organization may be used by its officers, employees, and agents, but only for the purpose for which the disclosure was made. The District presumes the parent, guardian, or eligible student has the authority to grant permission for disclosure of personally identifiable student information unless the District has been provided with evidence that there is a legally binding instrument or State law or court order governing such matters as divorce, separation, or custody which provides to the contrary.

B. Without Prior Written Consent

Personally identifiable information or records of a student may be released to the following persons or organizations without the prior written consent of the student or the student's parent or guardian:

1. Officials of schools, school systems, career centers, or public postsecondary educational institutions in which the student seeks or intends to enroll; and a copy of such records or reports shall be furnished to the parent or student upon request.

2. Other school officials, including teachers within the educational institution or agency, who have a legitimate educational interest in the information contained in the records.

3. The United States Secretary of Education, the Director of the National Institute of Education, the Assistant Secretary for Education, the Comptroller General of the United States, or State or local educational authorities who are authorized to receive such information subject to the conditions set forth in applicable Federal statutes and regulations of the United States Department of Education, or in applicable State statutes and rules of the State Board of Education.

   The disclosed records must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (see Form 8330 F16)

   This written agreement must include:

   a. designation of the receiving individual or entity as an authorized representative;

   b. specification of the information to be disclosed;

   c. specification that the purpose of the disclosure is to carry out an audit or evaluation of a government-supported educational program or to enforce or comply with the program's legal requirements;

   d. a summary of the activity that includes a description of the methodology and an explanation of why personally identifiable information is necessary to accomplish the activity;

   e. a statement requiring the organization to destroy all personally identifiable information when it is no longer needed to carry out the audit or evaluation, along with a specific time period in which the information must be destroyed; and

   f. a statement of policies and procedures that will protect personally identifiable information from further disclosure or unauthorized use.

   Under the audit exception, the District will use reasonable methods to verify that the authorized representative complies with FERPA regulations. Specifically, the District will verify, to the greatest extent practicable, that the personally identifiable information is used only for the audit, evaluation, or enforcement of a government-supported educational program. The District will also ascertain the legitimacy of the audit or evaluation and will only disclose the specific records that the authorized representative needs. Further, the District will require the authorized representative to use the records only for the specified purpose and not to disclose the information any further, such as for another audit or evaluation. Finally, the District will verify that the information is destroyed when no longer needed for the audit, evaluation, or compliance activity.

4. Appropriate parties in connection with a student's application for or receipt of financial aid, if necessary to determine the eligibility for the aid; determine the amount of the aid; determine the conditions of the aid; and/or enforce the terms and conditions of the aid.

5. Individuals or organizations conducting studies for or on behalf of an institution or a board of education for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, if the studies are conducted in a manner that does not permit the personal identification of students and their parents by persons other than representatives of such organizations and if the information will be destroyed when no longer needed for the purpose of conducting such studies.

In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. (see Form 8330 F14)

This written agreement must include: (1) specification of the purpose, scope, duration of the study, and the information to be disclosed; (2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; (3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and (4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed.

While the disclosure of personally identifiable information without consent is allowed under this exception, it is recommended that whenever possible the administration either release de-identified information or remove the students' names and social security identification numbers to reduce the risk of unauthorized disclosure of personally identifiable information.

6. Accrediting organizations, in order to carry out their accrediting functions.

7. School Readiness programs as provided in State law in order to carry out their assigned duties.

8. For use as evidence in student expulsion hearings conducted by a district school board under F.S. Chapter 120; however, public records of expulsion hearings shall not contain any personally identifiable information.

9. Appropriate parties in connection with an emergency, if knowledge of the information in the student's educational records is necessary to protect the health or safety of the student or other individuals.

10. The Auditor General and the Office of Program Policy Analysis and Government Accountability in connection with their official functions; however, except when the collection of personally identifiable information is specifically authorized by law, any data collected by the Auditor General and the Office of Program Policy Analysis and Government Accountability is confidential and exempt from F.S. 119.07 (1) and shall be protected in a way that does not permit the personal identification of students and their parents by other than the Auditor General, the Office of Program Policy Analysis and Government Accountability, and their staff, and the personally identifiable data shall be destroyed when no longer needed for the Auditor General's and the Office of Program Policy Analysis and Government Accountability's official use.

11. A court of competent jurisdiction in compliance with an order of that court or the attorney of record in accordance with a lawfully issued subpoena, upon the condition that the student and the student's parent are notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

    Student records may be disclosed pursuant to a lawfully issued subpoena, upon the condition that the student, or his/her parent if the student is either a minor and not attending a postsecondary educational institution or a dependent of such parent as defined in 26 U.S.C. 152 (section 152 of the Internal Revenue Code of 1954), is notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

12. Credit bureaus, in connection with an agreement for financial aid that the student has executed, if the information is disclosed only to the extent necessary to enforce the terms or conditions of the financial aid agreement. Credit bureaus shall not release any information obtained under this paragraph to any person.

13. Parties to an interagency agreement among the Department of Juvenile Justice, school and law enforcement authorities, and other signatory agencies for the purpose of reducing juvenile crime and especially motor vehicle theft by promoting cooperation and collaboration, and the sharing of appropriate information in a joint effort to improve school safety, to reduce truancy and in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions that provide structured and well

supervised educational programs supplemented by a coordinated overlay of other appropriate services designed to correct behaviors that lead to truancy, suspensions, and expulsions, and that support students in successfully completing their education. Information provided in furtherance of such interagency agreements is intended solely for use in determining the appropriate programs and services for each juvenile or the juvenile's family, or for coordinating the delivery of such programs and services, and as such is inadmissible in any court proceedings prior to a dispositional hearing unless written consent is provided by a parent or other responsible adult on behalf of the juvenile.

14. Consistent with the Family Educational Rights and Privacy Act, the Department of Children and Families or a community-based care lead agency acting on behalf of the Department of Children and Families, as appropriate.

15. Parents of a dependent student as defined by the Internal Revenue Service Tax Code of 1986 and in this policy.

16. Directory information as specified in this policy.

17. If the District initiates legal action (a lawsuit) against a parent, or if the parent initiates legal action against the District. In such circumstances, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with legal action as the plaintiff or to defend itself.

18. If the release is to the Attorney General of the United States or to his/her designee in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes specified in Sections 2331 and 2332 of Title 18, U.S. Code.

    Under this exception, school officials are not required to record (i.e., on an access log) the disclosure of information from a student's education record when the school makes pursuant to an ex parte order.

    Further, an educational institution that, in good faith, produces information from education records in compliance with an ex parte order shall not be liable to any person for that disclosure.

19. If the release is otherwise permitted under Federal law.

C. Record of Disclosures

Record of any requests or disclosures of personally identifiable student information shall be maintained except for disclosures to the parent, guardian, or eligible student; disclosure of directory information; or to any other school officials with a legitimate educational interest. The record of requests for disclosure shall include the following: the parties who have requested or obtained personally identifiable student information, the legitimate interests of the persons requesting or obtaining the information, and date parental/eligible student consent was obtained.

With regard to such disclosures, a school official is determined to be any employee of the School Board of Manatee County, Florida, with direct responsibility for providing services to students. A legitimate educational interest is determined to mean responsibility for providing direct educational services to students which will include teaching, counseling, psychological services, or other services to students which require access to personally identifiable information and/or those specified in the law.

D. Disclosures - Health or Safety Emergencies

Disclosure of personally identifiable student information may be made by school officials in the event of a health or safety emergency. Such emergency situations shall be declared in writing to the Superintendent by a recognized legal official with authority to declare such emergency. The declaration of a health or safety emergency shall include the need for specific personally identifiable student information, the time requirements for the information, and the parties to whom the information is disclosed who are responsible for utilizing the information to deal with the emergency.

DIRECTORY INFORMATION

The District may make available, upon request, certain information known as directory information without prior permission of the parents or the eligible student. The District shall charge fees for copies of designated directory information as provided in State law. Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates as student directory information: a student's name; photograph; address; telephone number, if it is a listed number; e-mail address; date and place of birth; participation in officially-recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; grade level; enrollment status; date of graduation or program completion; awards received; and most recent educational agency or institution attended. Designation of directory information shall occur at a regularly scheduled Board meeting. At the meeting, the Board shall consider whether designation of such information would put students at risk of becoming targets of marketing campaigns, the media, or criminal acts.

An annual written notice shall be given to inform parents, guardians, and eligible students of their rights of access, waiver of access, challenge and hearing, privacy, categories of personally identifiable student information designated as directory information data, and the location and availability of the District's policy on education records of students. Alternate methods of notice shall be made for parents, guardians, or eligible students unable to comprehend a written notice in English. Parents or eligible students may, by providing a written statement to the principal within two (2) weeks of the first day of the school year or entry into the school system request that all specific portions of directory information for that specific student not be released.

Directory information shall not be provided to any organization for profit-making purposes, unless the request is approved, in a nondiscriminatory manner, by the Superintendent.

In accordance with Federal law, the District shall release the names, addresses, District-assigned e-mail addresses (if available), and telephone listings of students in grades ten through twelve (10-12) to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. Such data shall not be released if the eligible student or student's parents submit a written request not to release such information. The recruiting officer is to sign a form indicating that any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces. The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer. A secondary school student or parent of the student may request that the student's name, address, District-assigned e-mail address (if available), and telephone listing not be released without parental consent.

Whenever parental consent is required for the inspection and/or release of a student's health or educational records or for the release of directory information, either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The District may disclose directory information on former students without student or parental consent.

Transfer of Student Records

Student records shall be transferred in accordance with the requirements of F.A.C. Rule 6A-1.0955.

If applicable, the records to be transferred shall also include:

A. verified reports of serious or recurrent behavior patterns, including threat assessment evaluations and intervention services; and

B. psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by School District or charter school staff, as appropriate.

The records shall be transferred within five (5) school days of receipt of a written request from the principal of the receiving school, the parent, guardian, or eligible student.

While all reasonable efforts shall be made to collect for damaged or lost library books or textbooks, under no conditions shall the transfer of a student's cumulative record be delayed or denied for failure to pay any fine or fee assessed by the school. Progress reports to parents (report cards) may not be withheld for failure to pay any fine, fee, or an assessment for lost or damaged books.

The District is authorized to use the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this District specifically as a consequence of permitting access or furnishing student records in accordance with this policy and procedures.

Additional Safeguards for Student Education Records

A. Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be re-disclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

B. Required use of online educational services by students and parents

In order to protect a student's PII from potential misuse and in order to protect students from data mining or targeting for marketing or other commercial purposes, the Board requires the review and approval of any online educational service that students or their parents are required to use as part of a school activity (1) regardless of whether there is a written agreement governing student use, (2) whether or not the online educational service is free, and (3) even if the use of the online educational service is unique to specific classes or courses. The following requirements also apply to online educational services:

1. The Superintendent is responsible for reviewing the online educational service's terms of service and privacy policy for compliance with State and Federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, and F.S. 1002.22;

2. The Superintendent is responsible for the review and approval of online educational services that will be required for students to use;

3. Parents and eligible students will be notified any time they are required to use an online educational service that collects student PII;

4. If student PII will be collected by the online educational service, parents and eligible students will be provided notification regarding the information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure.

5. The Board will not utilize any online educational service that will share or sell a student's PII for commercial purposes.

6. If a student is required to use an online educational service, the Board will include on its website a description of the student PII that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. The website will also include a link to the online educational service's terms of service and privacy policy, if publicly available.

C. Contracts or agreements with third-party vendors

1. All contracts or agreements executed by or on behalf of the Board with a third-party vendor or a third-party service provider must protect the privacy of education records and student PII contained therein. Any agreement that provides for the disclosure or use of student PII must:

    a. require compliance with FERPA, its implementing regulations, and F.S. 1002.22;

    b. where applicable, require compliance with COPPA, 15 U.S.C. 6501-6506, and its implementing regulations;

    c. ensure that only the student PII necessary for the service being provided will be disclosed to the third party;

    d. prohibit disclosure or re-disclosure of student PII unless one of the conditions set forth in F.A.C. 6A-1.0955(11)(b) has been met.

2. Contracts or agreements with a third-party vendor or third-party service provider may permit the disclosure of student PII to the third party only where one or more of the following conditions has been met:

    a. the disclosure is authorized by FERPA and 34 CFR §99.31;

    b. the disclosure is authorized by the Board's directory information provisions set forth in this policy and implemented in accordance with FERPA and 34 CFR §99.37; or

    c. the disclosure is authorized by written consent of an eligible student or parent. Consent must include, at a minimum, an explanation of who the student PII would be disclosed to, how it would be used, and whether re-disclosure is permitted. Any re-disclosure must meet the requirements of F.A.C. 6A-1.0955(11)(b) and this policy.

Request for Student Social Security Numbers at Enrollment

When a student enrolls in a District school, the District shall request that the student provide their social security number and shall indicate whether the student identification number assigned to the student is their social security number. A student satisfies this requirement by presenting his/her social security card or a copy of the card to a school enrollment official. However, a student is not required to provide their social security number as a condition for enrollment or graduation.

F.S. Chapter 119
F.S. 1001.41
F.S. 1001.52
F.S. 1002.22
F.S. 1002.221
F.S. 1002.222
F.S. 1003.25
F.A.C. 6A-1.0955
F.A.C. 6A-1.09550
20 U.S.C. 1232f (FERPA)
20 U.S.C. 1232g (FERPA)
20 U.S.C. 1232h (FERPA)
20 U.S.C. 1232i (FERPA)
20 U.S.C. 7908
26 U.S.C. 152
20 U.S.C. 1400 et seq., Individuals with Disabilities Act
Privacy Rights of Parents and Students - P.L. 90-247
No Child Left Behind Act of 2001 - P.L. 107-110

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521

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Legal

F.S. Chapter 119

F.S. 1001.41

F.S. 1001.52

F.S. 1002.22

F.S. 1002.221

F.S. 1002.222

F.S. 1003.25

F.A.C. 6A-1.0955

F.A.C. 6A-1.09550

20 U.S.C. 1232f (FERPA)

20 U.S.C. 1232g (FERPA)

20 U.S.C. 1232h (FERPA)

20 U.S.C. 1232i (FERPA)

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26 U.S.C. 152

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ANIMALS ON DISTRICT PROPERTY

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8390 - **ANIMALS ON DISTRICT PROPERTY**

Introduction

The School Board recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service animal in accordance with Federal and State law and this policy.

This policy shall apply to all animals on District property, including service animals.

Definitions

A. "Animal" shall be held to include every living ~~dumb~~ non-human creature.

B. "Service animal", pursuant to 28 C.F.R. 35.104 and F.S. 413.08, that meets the definition set forth in the ADA.

F.S. 413.08 also defines "service animal" as "an animal that is trained to perform tasks for an individual with a disability. The tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting a person who is having a seizure, retrieving objects, or performing other special tasks. A service animal is not a pet."

Vaccination, Licensing and/or Veterinary Requirements

All animals housed on District property for any school purpose, such as to conduct random searches for illegal substances or to support classroom activities, or brought on District property on a regular basis must meet every veterinary requirement set forth in State law and county regulation/ordinance, including but not limited to rabies vaccination or other inoculations required to be properly licensed. For example, all canines and cats must, at a minimum, be administered a rabies vaccine in accordance with F.S. 828.30.

Non-Service Animals in Schools and Elsewhere on District Property

Animals permitted in schools and elsewhere on District property shall be limited to those necessary to support specific curriculum-related projects and activities, those that provide assistance to a student or staff member due to a disability (e.g., seizure disorder), or those that serve as service animals as required by Federal and State law.

Taking into consideration that some animals can cause or exacerbate allergic reactions, spread bacterial infections, or cause damage and create a hazard if they escape from confinement, the Principal may permit animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

A. the staff member seeking approval to have a non-service animal in his/her classroom shall

   1. provide a current satisfactory health certificate or report of examination from a veterinarian for the animal;

   2. take precautions deemed necessary to protect the health and safety of students and other staff;

   3. ensure that the animal is treated humanely, keeping it in a healthy condition and in appropriate housing (e.g., a cage or tank) that is properly cleaned and maintained; and,

   4. keep the surrounding areas in a clean and sanitary condition at all times.

B. other staff members and parents of students in areas potentially affected by animals have been notified in writing and adjustments have been made to accommodate verified health-related or other concerns.

Except where required by law, the presence of a non-service animal shall be disallowed if documented health concerns of a student or staff member cannot be accommodated.

Service Animals for Students

A service animal is permitted to accompany a student with a disability to whom the animal is assigned anywhere on the school campus where students are permitted to be.

A service animal is the personal property of the student and/or parents. The Board does not assume responsibility for training, daily care, or healthcare of service animals. The Board does not assume responsibility for personal injury or property damage arising out of or relating to the presence or use of service animals on Board property or at District-sponsored events.

A service animal that meets the definition set forth in the ADA and this policy shall be under the control of the student with a disability or, a separate handler if the student is unable to control the service animal. A service animal shall have a harness, leash, or other tether, unless either the student with a disability is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the student's control (e.g., voice control, signals, or other effective means), or under the control of a handler other than the student.

If the student with a disability is unable to control the service animal and another person serves as the animal's handler, that individual shall be treated as a volunteer and, as such, will be subject to Board policy.

If the animal's trainer intends or is required to be on school grounds when students are present, the trainer will be treated as a volunteer subject to Board policy.

Removing and/or Excluding a Student's Service Animal

If a service animal demonstrates that it is not under the control of the student or its handler, the Principal and/or designee is responsible for documenting such behavior and for determining if and when the service animal is to be removed and/or excluded from school property.

Similarly, in instances when the service animal's behavior poses a direct threat to the health and safety of others, or demonstrates that it is not housebroken, the Principal shall document such behavior and determine whether the service animal is to be removed and/or excluded from school property.

The Principal should notify the Superintendent when a service animal has been removed and/or excluded, and, immediately subsequent to such notification, document the reasons for the removal and/or exclusion.

The Principal's decision to remove and/or exclude a service animal from school property may be appealed in accordance with the complaint procedure set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The procedures set forth in Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity do not interfere with the rights of a student and his/her parents or an eligible student to pursue a complaint of legally prohibited discrimination with the United States Department of Education's Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission, or the Department of Justice.

Eligibility of a Student's Service Animal for Transportation

A student with a disability shall be permitted to access School District transportation with his/her service animal. There may also be a need for the service animal's handler, if the handler is someone other than the student, to also access School District transportation.

When a service animal is going to ride on a school bus owned or leased by the District, the student and his/her parents, or eligible student, and the handler, if s/he is someone other than the student, shall meet with the Principal and/or Transportation

Supervisor, and the driver and bus assistant, if any, to discuss critical commands needed for daily interaction and emergency/evacuation and to determine whether the service animal should be secured on bus/vehicle with a tether or harness.

At the discretion of the Principal and/or Transportation Supervisor an orientation will take place for students and staff who will be riding the bus/vehicle with the service animal regarding the animal's functions and how students should interact with the animal.

The service animal shall board the bus by the steps with the student, not a lift, unless the student uses the lift to enter and exit the bus.

The service animal must participate in bus evacuation drills with the student.

While the bus is in motion, the service animal shall remain positioned on the floor, at the student's feet.

Situations that would cause cessation of transportation privileges for the service animal include:

A. the student, or handler, is unable to control the service animal's behavior, which poses a threat to the health or safety of others; or

B. the service animal urinates or defecates on the bus.

The student and his/her parents shall be informed of behaviors that could result in cessation of transportation privileges for the service animal, in writing, prior to the first day of transportation.

If it is necessary to suspend transportation privileges for the service animal for any of the above reasons, the decision may be appealed to the Principal.

Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

Service Animals for Employees

In accordance with Policy 1122.01, Policy 3122.01, and Policy 4122.01 Prohibition of Disability Discrimination in Employment, the District shall provide a reasonable accommodation for a qualified individual with disabilities with reasonable accommodation(s). An employee with a disability may request authorization to use a service animal while on duty as such an accommodation.

The request will be handled in accordance with the ADA-mandated interactive process.

Service Animals for Parents, Vendors, Visitors, and Others

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs, or activities, as vendors, or as invitees, are permitted to go. Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by his/her service animal in accordance with Policy 9160 Public Attendance at School Events.

Any student/employee trainer of their specific service animal, while engaged in the training of such an animal, has the same right of access to public schools as is provided for those persons who are accompanied by service animals.

Revised 10/23/18

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Legal

28 C.F.R. 35.104

28 C.F.R. 35.136

F.S. 381.0056

F.S. 413.08

F.S. 1001.41

F.S. 1006.22

Section 504 of the Rehabilitation Act of 1973 (Section 504)

The Americans with Disabilities Act (ADA)

The Individuals with Disabilities Education Act (IDEA)

Last Modified by Juli Schlarb on March 6, 2023

Book	Policy Manual
Section	Vol. 24 No. 2 REVISED
Title	Copy of EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES
Code	po8420 12/6/23
Status	
Adopted	June 27, 2017
Last Revised	December 13, 2022

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.

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.

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.

Revised 5/25/19
Revised 8/11/20
Revised 7/27/21
Revised 5/24/22
Revised 12/13/22

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Florida Fire Prevention Code (F.S. 633.202)

F.S. 1001.43

F.S. 1006.07

F.S. 1013.13

Fire Code (NFPA 1)

Life Safety Code (NFPA 101)

F.A.C. 6A-1.0018

AGENDA ITEM NO. 15.2

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the K-12 Science Instructional Materials Adoption Committee Recommendations for the 2024-2025 School Year (Multiple Funding Sources)

Executive Summary
Florida law requires each district School Board to purchase instructional materials to provide each student in kindergarten through grade 12 with a major tool of instruction in the core courses of mathematics, language arts, science, social studies, reading, and literature. Pursuant to Florida State Statute 1006.43, Florida State Board of Education Rule 6A-7.0710, and School District of Manatee County Policy 2520, district staff implemented the adoption process for science for the implementation in the 2024-25 school year.

The District's textbook adoption committees for science were convened on February 22,2024, February 29,2024, and April 2, 2024. All the options evaluated by the district adoption committee were included on the Florida DOE Short Bid Report for Science.

The science instructional materials adoption committee recommendations are identified below. The website https://www.manateeschools.net/textbookadoption contains the committee's agendas and meeting notes, as well as digital access for public review. If approved by the School Board, the Superintendent will purchase the committee's highest-ranked recommended instructional materials that also appear on the 2023-2024 FLDOE Science Instructional Materials Adoption List current at the time of purchase, following the 30-day objection filing period. Relevant professional learning will be provided in anticipation of program implementation beginning in August of 2024.

The Science Adoption Committee recommends, in order of preference, the instructional materials from the following publishers for the listed grade levels and courses:

Science (K-5):
1. McGraw Hill
2. Discovery Education

Comprehensive Science 1-3 (6-8)
1. McGraw Hill
2. Savvas

Biology (9-12)
1. McGraw Hill
2. Savvas

Environmental Science (9-12)
1. Savvas
2. National Geographic Cengage

Chemistry (9-12)
1. National Geographic Cengage
2. McGraw Hill

Marine Science (9-12)

1. McGraw Hill
2. National Geographic Cengage

Physics (9-12)
1. McGraw Hill
2. Savvas

Anatomy and Physiology (9-12)
1. McGraw Hill
2. National Geographic Cengage

The recommended materials are available for public review online or in person at the Professional Support Center located at 2501 63d Ave E, Bradenton, FL 34203.

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

Recommendation
The Superintendent recommends the approval of the K-12 Science Instructional Materials Adoption Committee recommendations for the 2024-2025 School Year.

Financial Impact
The estimated projected cost of the K-12 Science Instructional Materials Adoption based on current enrollment projections is $5,000,000.00 to be funded from Multiple Funding Sources.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Shannon Fleming

AGENDA ITEM NO. 15.3

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Revision of the Job Description and Position of Manager, Instructional TV and Program and the Change of Title to Senior Producer (No Financial Impact)

Executive Summary
The revisions of the job description and position of Manager, Instructional TV and Program include position title change to Senior Producer and revisions to the qualifications and performance responsibilities.

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revision of the job description and position of Manager, Instructional TV and Program and the change of title to Senior Producer. (No Financial Impact)

Financial Impact
There is no financial impact associated with the revisions.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
62022 Instructional TV Pgm Specialist GNA029 [Manager, Instructional TV and Program]-Redlined
62022 Instructional TV Pgm Specialist GNA029 [Senior Producer] - Clean.doc

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ~~MANAGER, INSTRUCTIONAL TELEVISION AND PROGRAM~~Senior Producer

State Title: ~~-~~Instructional Television Program Specialist
JOB DESCRIPTION

JOB GOAL:
To acquire, prepare, and produce ~~educational programming for broadcast and classroom use. Assist~~video content from concept to ~~increase competency and use of effective television technology integration strategies in the~~completion that showcases school district initiatives and programs.

QUALIFICATIONS:~~-~~

1. Bachelor's Degree from an accredited educational institution in Communications, Broadcast Television Production, Film Production, or related major field; and
2. Minimum of five (5) years' experience in Video Production, Broadcasting, or film.
3. Valid Florida Driver's License.
~~3.~~4. Part 107 FAA certification desired.

KNOWLEDGE, SKILLS, AND ABILITIES:~~–~~
Knowledge of the organization, operation, programs, and goals of the District. ~~–~~Extensive knowledge of digital ~~photography~~video production and ~~image editing/enhancement software.~~ post-production equipment including the Adobe Creative Suite. Knowledge of the placement of microphones and calibration of audio levels, lighting techniques ~~and set design and wardrobe~~ for television.~~-~~ Ability to use Teleprompters, align and adjust cameras with electronic test equipment, and to pre-record and ready all necessary audio/video materials to be used during shooting sessions. ~~–~~Ability to direct production.~~–~~ Ability to utilize relative computer equipment, instructional software, broadcast equipment, television programming, and post-production technology. ~~–Ability to develop and manage budgets.~~ ~~–~~Ability to work independently and to make decisions with minimum supervision. ~~–~~Ability to schedule time, prioritize, and work efficiently. ~~–~~Ability to handle multiple tasks in stressful situations with ease and efficiency.~~–~~ Ability to work cooperatively and deal tactfully with departmental officials and employees of the School Board. ~~–~~Ability to speak effectively before groups of employees and organizations. ~~–~~Ability to express ~~one's self~~oneself clearly and concisely, orally and in writing. ~~–~~Ability to understand and adhere to technical directives and instructions.~~–~~

REPORTS TO:~~—~~
Supervisor, Television Services~~———~~

SUPERVISES:~~—~~
N/A~~———~~

PERFORMANCE RESPONSIBILITIES:

~~1. Communicate with team members to provide highest quality of programs.~~
~~2. Collaborate with team members for interesting and informative programs.~~
~~3. Monitor equipment condition and requisition repairs as needed.~~
~~4. Edit video on nonlinear equipment.~~
~~5. Computerize routers to facilitate distribution of programs.~~
~~6. Monitor program links to ascertain appropriate distribution time.~~

1. Develops video concept, schedules shoots and interviews, records footage, organizes visual content, and edits content into videos.
~~7.~~2. Work with the supervisor to create ~~programing~~programming schedule for 24/7 cable channel~~-~~ ~~and input schedule into playout server~~, Manatee Schools Television.
~~8.~~3. Demonstrate initiative in the performance of assigned responsibilities.
~~9.~~4. Shoot, edit and create original programs, instructional video, and graphics for programming ~~on the~~

~~cable channels, EBS, and internet~~ including events and activities of the ~~District~~district as directed.

~~10.~~5. Collaborate with ~~High School~~high school instructors and students to create ~~programing~~programming for the ~~districts~~district's cable channel as well as with the MTC Digital Video Production Program.

~~11.~~6. Strong visual storyteller with an understanding of NPPA style.

~~12. Collaborate with team members for informative and entertaining programs.~~

~~13.~~7. Produce promotional spots for the channels related to programming, public service announcements and District events.

~~14.~~8. Assist in the programming and live broadcast of satellite transmission, teleconferencing, video conferencing, two-way distance education production, programming and distribution.

~~15.~~9. Keep the Supervisor up~~-~~ to~~-~~ date on cable programs, issues and concerns.

~~16.~~10. Assist in digitizing and scheduling programming in the computerized cable channel scheduling system.

~~17.~~11. Assist the supervisor in designing marketing plan and distribution of marketing materials.

~~18.~~12. Assist the supervisor in researching customer needs and creating a programming plan to fulfill the cable strategic plan.

~~19.~~13. Assist the supervisor in community outreach, presentations and building viewership.

~~20.~~14. Maintain positive relationships with staff and vendors.

~~21.~~15. Communicate effectively with staff and vendors.

~~22.~~16. Follow all School Board policies, rules and regulations.

~~23.~~17. Demonstrate support for the School District and its goals and priorities.

~~24. Strong understanding of IPTV and Live streaming~~

~~25.~~18. Provide training in the use of equipment as used in the classroom.

~~26.~~19. Collaborate with other district departments to provide television technology assistance.

~~27.~~20. Provide instructional production design and consultation.

~~28.~~21. Make purchasing recommendations in the areas of camcorders, digital cameras, and studio~~-~~related equipment.

~~29.~~22. Follow attendance, punctuality and proper dress rules.

~~30.~~23. Ensure adherence to good safety standards.

~~31.~~24. Maintain confidentiality regarding school/workplace matters.

~~32.~~25. Exhibit interpersonal skills to work as an effective team member.

~~33.~~26. Model and maintain high ethical standards.

~~34.~~27. Represent the district in a positive and professional manner.

~~35.~~28. Demonstrate initiative in the performance of assigned responsibilities.

~~36.~~29. Respond to inquiries and concerns in a timely manner.

~~37.~~30. Keep the supervisor informed of potential problems or unusual events.

~~38.~~31. Prepare all required reports and maintain all appropriate records.

~~39.~~32. Participate successfully in the training programs offered to increase skill and proficiency related to ~~assignment~~assignments.

~~40.~~33. Review current developments, literature, and technical sources of information related to job responsibility.

~~41.~~34. Perform other tasks consistent with the goals and objectives of this position.

~~42.~~35. On Call 24/7

PHYSICAL REQUIREMENTS:

Medium Work:~~-~~ Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force and/or up to 10 pounds of force as needed to move objects. Regularly required to drive county vehicles as part of the duties of the job.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. ~~Length~~The length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:

03/14/2005

Revised:

05/14/2007
04/23/2018
06/12/2018
04/23/2024

SALARY SCHEDULE: SAMP
PAY GRADE: D09
SHORT TITLE: GNA029
STATE JOB CODE: 62022

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: Senior Producer
State Title: Instructional Television Program Specialist JOB DESCRIPTION

JOB GOAL:
To acquire, prepare, and produce video content from concept to completion that showcases school district initiatives and programs.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited educational institution in Communications, Broadcast Television Production, Film Production, or related major field preferred, and
2. Minimum of five (5) years' experience in Video Production, Broadcasting, or film.
3. Valid Florida Driver's License.
4. Part 107 FAA certification desired.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of the organization, operation, programs, and goals of the District. Extensive knowledge of digital video production and post-production equipment including the Adobe Creative Suite. Knowledge of the placement of microphones and calibration of audio levels, lighting techniques for television. Ability to use Teleprompters, align and adjust cameras with electronic test equipment, and to pre-record and ready all necessary audio/video materials to be used during shooting sessions. Ability to direct production. Ability to utilize relative computer equipment, instructional software, broadcast equipment, television programming, and post-production technology. Ability to work independently and to make decisions with minimum supervision. Ability to schedule time, prioritize, and work efficiently. Ability to handle multiple tasks in stressful situations with ease and efficiency. Ability to work cooperatively and deal tactfully with departmental officials and employees of the School Board. Ability to speak effectively before groups of employees and organizations. Ability to express oneself clearly and concisely, orally and in writing. Ability to understand and adhere to technical directives and instructions.

REPORTS TO:
Supervisor, Television Services

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Develops video concept, schedules shoots and interviews, records footage, organizes visual content, and edits content into videos.
2. Work with the supervisor to create programming schedule for 24/7 cable channel, Manatee Schools Television.
3. Demonstrate initiative in the performance of assigned responsibilities.
4. Shoot, edit and create original programs, instructional video, and graphics for programming including events and activities of the district as directed.
5. Collaborate with high school instructors and students to create programming for the district's cable channel as well as with the MTC Digital Video Production Program.
6. Strong visual storyteller with an understanding of NPPA style.
7. Produce promotional spots for the channels related to programming, public service announcements and District events.
8. Assist in the programming and live broadcast of satellite transmission, teleconferencing, video conferencing, two-way distance education production, programming and distribution.
9. Keep the Supervisor up to date on cable programs, issues and concerns.
10. Assist in digitizing and scheduling programming in the computerized cable channel scheduling system.
11. Assist the supervisor in designing marketing plan and distribution of marketing materials.
12. Assist the supervisor in researching customer needs and creating a programming plan to fulfill the cable strategic plan.
13. Assist the supervisor in community outreach, presentations and building viewership.
14. Maintain positive relationships with staff and vendors.

15. Communicate effectively with staff and vendors.
16. Follow all School Board policies, rules and regulations.
17. Demonstrate support for the School District and its goals and priorities.
18. Provide training in the use of equipment as used in the classroom.
19. Collaborate with other district departments to provide television technology assistance.
20. Provide instructional production design and consultation.
21. Make purchasing recommendations in the areas of camcorders, digital cameras, and studio-related equipment.
22. Follow attendance, punctuality and proper dress rules.
23. Ensure adherence to good safety standards.
24. Maintain confidentiality regarding school/workplace matters.
25. Exhibit interpersonal skills to work as an effective team member.
26. Model and maintain high ethical standards.
27. Represent the district in a positive and professional manner.
28. Demonstrate initiative in the performance of assigned responsibilities.
29. Respond to inquiries and concerns in a timely manner.
30. Keep the supervisor informed of potential problems or unusual events.
31. Prepare all required reports and maintain all appropriate records.
32. Participate successfully in the training programs offered to increase skill and proficiency related to assignments.
33. Review current developments, literature, and technical sources of information related to job responsibility.
34. Perform other tasks consistent with the goals and objectives of this position.
35. On Call 24/7

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force and/or up to 10 pounds of force as needed to move objects. Regularly required to drive county vehicles as part of the duties of the job.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. The length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:

03/14/2005

Revised:

05/14/2007
04/23/2018
06/12/2018
04/23/2024

SALARY SCHEDULE: SAMP
PAY GRADE: D09
SHORT TITLE: GNA029
STATE JOB CODE: 62022

AGENDA ITEM NO. 15.4

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of a New Job Description and Position of Van Operator, Student Transportation (Multiple Funding Sources)

Executive Summary
The Transportation Department is initiating a paratransit program at the start of the 2024-2025 school year to address the timely and appropriate transportation for students with disabilities, those students who are isolated or otherwise not feasibly accessible by a fixed route school bus, and those students who may qualify under McKinney-Vento and/or migrant programs awaiting scheduled school bus transportation services, either permanently or temporary. Moving these students from school bus service to van service would allow for improved on-time arrival of other students on the school bus, who might otherwise be late into school due to the specialized or isolated nature of the applicable student.

The job description and position of Van Operator, Student Transportation is needed for this paratransit program. This new position would not require a Commercial Driver's License and would be compensated at a lower rate than a School Bus Operator.

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of a new job description and position of Van Operator, Student Transportation (Multiple Funding Sources).

Financial Impact
The proposed pay grade for this position is 27B-R on the AFSCME salary schedule (hourly rate range from $17.47 to $29.25), plus benefits, and will be funded by Multiple Funding Sources.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
78030 Bus Driver [Student Transportation Van Operator TRN059]-New Job Description

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: VAN OPERATOR, STUDENT TRANSPORTATION
State Title: Bus Driver JOB DESCRIPTION

JOB GOAL:
Provides safe and timely home-to-school transportation to students of her/his assigned route and on assigned extra-curricular and sports trips in accordance with federal, state, and local laws and regulations.

QUALIFICATIONS:
1. High School Diploma or GED preferred, or agreement to participate in a District sponsored GED preparation.
2. Must pass a pre-employment physical exam and drug and alcohol test and agree to participate in a random drug and alcohol testing program.
3. Possession of a valid Florida Driver's License with an acceptable driving record history as evidenced by the record maintained by the Florida Department of Highway Safety & Motor Vehicles.
4. Must satisfactorily complete the prescribed fifteen (15) hour training program administered by the Transportation Department.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of traffic and highway safety rules and regulations and of the precautions necessary to avoid accidents. Ability to operate the vehicle in a safe and economical manner. Ability to understand and carry out instructions and to perform work requiring good physical condition. Ability to relate to students, parents, and school system personnel. Ability to lift and remove students from the vehicle in an emergency. Completion of required Cardiopulmonary Resuscitation (CPR), first aid and defensive driving courses as prescribed by the Transportation Department.

REPORTS TO:
Area Manager

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Transports students to and from school following a pre-planned route according to a definite time schedule.
2. Drives the vehicle carefully and in compliance with traffic regulations and Transportation procedures.
3. Assumes responsibility for the safety of school children in loading, unloading, and transporting them to and from school.
4. Instructs children in safety precautions and practices.
5. Maintains discipline; reports unruly behavior to principal of school or to supervisor.
6. Inspects, sweeps, and keeps the vehicle clean at all times.
7. Reports delays and accidents.
8. Keeps operational records and makes simple reports.
9. Reports defects or problems with vehicle to the Vehicle Maintenance Department.
10. Assures vehicle meets regular maintenance schedules.
11. Performs related work as required.
12. Maintain and possess on their person, a valid driver's license at all times.
13. Submit to and pass random drug and alcohol testing.
14. Ability to communicate effectively with school personnel, the students, and the public.
15. Ability to prepare reports and correspondence as required.
16. Knowledge of the process and procedures of the Transportation Department regarding paid time.
17. Ability to perform basic math calculations and knowledge of office practice and procedures.
18. Ability to distinguish the significant from the less significant when dealing with the behavior of the students on the bus.
19. Ability to communicate with parents when problems arise.
20. Attend all mandated training sessions.
21. Attend to the needs of students as required to support other district staff efforts.

PHYSICAL REQUIREMENTS:
Ability to pass the required School Board physical. Ability to walk distances required, lift student weight to 40 lbs. and evacuate all students from the vehicle in an emergency.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
4/23/2024

SALARY SCHEDULE: AFSCME
PAYGRADE: 27B-R
SHORT TITLE: TRN059
STATE JOB CODE: 78030

AGENDA ITEM NO. 15.5

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Revised Job Description of Position for Lead Guardian (General Fund)

Executive Summary
The revisions of the job description and position of Lead Guardian include an update to the qualifications and responsibilities and moving the position to 12-month employment due to expanded responsibilities over the summer.

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 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revised job description of position for Lead Guardian. (General Fund)

Financial Impact
The financial impact associated with moving incumbents to 12-month employment will be $7,415, plus benefits.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
79023 Security Guard Lead Guardian - Redlined
79023 Security Guard Lead Guardian - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: LEAD GUARDIAN
State Title: Security Guard
JOB DESCRIPTION

JOB GOAL:
To provide direction and leadership to ensure safe and secure environment for students, employees, and visitors at assigned school sites. To assist the administrative staff with applying policies and procedures for safe and orderly schools at the building level.

This position is an armed Lead Guardian; however, there shall be no law enforcement authority except to the extent necessary to prevent or abate an active assailant incident on school property.

QUALIFICATIONS:
1. High School diploma or equivalent. Associates degree preferred.
2. Five (5) years of experience in armed security duties with three (3) years of supervisory/managerial experience.
3. Ability to read, write, speak, and understand Standard English.
4. Successful completion of initial and ongoing training/certification provided by the Manatee County Sheriff's Office as required by Chapter 2018-3, Laws of Florida, as a condition of employment.
5. Satisfactory completion of American Red Cross Aid and Cardiopulmonary Resuscitation (CPR) course or agreement to earn within one year of employment.
6. Must obtain a State of Florida (s 790.06 Florida Statutes) concealed weapons permit and must maintain the permit throughout employment in this position.
7. Must be able to successfully complete ongoing trainings, and firearm proficiency test as outlined in the Marjory Stoneman High School Public Safety Act.
8. Must meet all Manatee County Sheriff's Office requirements to attain a Guardian appointment pursuant to the Marjory Stoneman Douglas High School Public Safety Act. Must obtain and maintain the Guardian appointment throughout employment in this position.
9. Must have a valid Florida driver license.
10. Must submit to and pass an initial drug test and subsequent random screenings.
11. Must successfully pass a comprehensive employment background check.
12. Must pass a psychological evaluation.
13. Must successfully complete 144 hours of comprehensive firearms safety proficiency training during a Criminal Justice Standards and Training Commission certified course conducted by the Manatee County Sheriff's Office as outlined below:
    - 80 hours firearms training
    - 16 hours of instruction in precision pistol
    - 8 hours of discretionary shooting instruction using approved simulator exercises
    - 8 hours of instruction in defensive tactics
    - 8 hours of instruction in active shooter or assailant scenarios
    - 12 hours of instruction in legal issues
    - 12 hours of a certified nationally recognized diversity training program

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of standard security procedures and best practices. Strong oral, written, and interpersonal communications skills. Basic word processing and spreadsheet skills. Ability to acquire knowledge of School Board policies and applicable Manatee County School District security personnel procedures. Ability to read, write, speak and understand Standard English. Ability to apply standard security procedures and best practices. Ability to work with a wide variety of students from diverse backgrounds. Ability to pass required physical, psychiatric and drug tests. Ability to exercise good judgment under potentially dangerous conditions. Ability to control sudden violent or extreme physical acts of others. Ability to exhibit rapid mental and muscular coordination simultaneously. Ability to work well with school administrators, youth, and adults. Ability to prepare and maintain technical records and state/district required reports.

REPORTS TO:

Director, Safety and Security

SUPERVISES:
School Security Guardians

PERFORMANCE RESPONSIBILITIES:

1. Uses whatever force is necessary to prevent or abate an active assailant incident.
2. Immediately responds to and engages to stop the threat of an active assailant.
3. Conducts perimeter and inner school checks to ensure premises are secure.
4. Provides leadership, supervision, and continuing training to ensure the efficiency of operations.
5. Trains, directs, and evaluates officers and employees directly subordinate to them.
6. Evaluates the assigned subordinates, carries out progressive discipline of guardians as needed, and maintains a close working relationship with all local law enforcement agencies.
7. Ensures that subordinates adhere to all policies, standard operating procedures, orders, and directives of the Safety and Security Department.
8. Analyzes information and situations regarding activities that may be in violation of school policies and or an indication of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public.
9. Collaborates with other school and district personnel, assigned police officer, representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and or taking action for the safety and security of school site.
10. Communicates school policies and procedures to personnel, parents, and visitors for the purpose of ensuring their understanding of the potential consequences of violation.
11. Investigates unusual incidents, e.g. unauthorized visitors, violent threats against students, etc., for the purpose of assisting responding law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference.
12. Responds to calls for service, which may include trespassers, or disturbances/disorders on or in school district facilities.
13. Assists in the management and organization of site administrators, district employees, and safety and emergency management personnel during emergency management incidents.
14. Serves as a liaison with local law enforcement agencies during emergency management incidents or as needed.
15. Conducts investigations regarding complaints of misconducts against School Security Guardians and presents recommendations to the Director, Safety and Security.
16. ~~Conducts formal and informal training sessions, discusses activities in the area of assignment, and provides direction to School Security Guardians.~~
17. Patrols assigned schools sites to observe and provide assistance to School Security Guardians.
18. Performs the duties of School Security Guardian when he or she is on leave.
19. Monitors students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students.
20. Prepares a variety of documents, e.g. security logs, memos, letters, procedures, etc., for the purpose of documenting activities, providing written reference, and or conveying information.
21. Reads and responds to email communication.
22. Recommends policies, procedures and or actions to school administration for the purpose of providing information and or direction that ensure efficient provision of campus security.
23. Refers observation and incidents, e.g. injuries, altercations, suspicious activities, inappropriate social behavior, violations of rules, etc., for the purpose of communicating information to appropriate instructional and or administrative personnel, and or law enforcement for follow-up action.
24. Utilizes and monitors surveillance technology.
25. Operates metal detectors and conducts appropriate searches when directed to do so.
26. Provides support in school and district emergency situations and participates in all school emergency drills, e.g. fire, lockdown, active shooter, hostage, etc.
27. Provide support at school sites for summer school operations.
28. Assist with the coordination and implementation of statutory required retraining of School Security Guardians during the summer.
29. Participate in the selection process of School Security Guardians.

30. Performs other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Requires working indoors and outdoors in various weather-related conditions. Requires sitting, standing and moving about during the day, and the ability to lift, carry, and move and/or position objects infrequently weighting up to 50 pounds. Requires travel to schools and work sites within the District.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

The Lead Guardian is a ~~10~~ 12- month position.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
06/12/2018

SALARY SCHEDULE: SAMP
PAY GRADE: ~~A06~~D06
SHORT TITLE: SUP283
STATE TITLE: 79023

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: LEAD GUARDIAN
State Title: Security Guard
JOB DESCRIPTION

JOB GOAL:
To provide direction and leadership to ensure safe and secure environment for students, employees, and visitors at assigned school sites. To assist the administrative staff with applying policies and procedures for safe and orderly schools at the building level.

This position is an armed Lead Guardian; however, there shall be no law enforcement authority except to the extent necessary to prevent or abate an active assailant incident on school property.

QUALIFICATIONS:
1. High School diploma or equivalent. Associates degree preferred.
2. Five (5) years of experience in armed security duties with three (3) years of supervisory/managerial experience.
3. Ability to read, write, speak, and understand Standard English.
4. Successful completion of initial and ongoing training/certification provided by the Manatee County Sheriff's Office as required by Chapter 2018-3, Laws of Florida, as a condition of employment.
5. Satisfactory completion of American Red Cross Aid and Cardiopulmonary Resuscitation (CPR) course or agreement to earn within one year of employment.
6. Must obtain a State of Florida (s 790.06 Florida Statutes) concealed weapons permit and must maintain the permit throughout employment in this position.
7. Must be able to successfully complete ongoing trainings, and firearm proficiency test as outlined in the Marjory Stoneman High School Public Safety Act.
8. Must meet all Manatee County Sheriff's Office requirements to attain a Guardian appointment pursuant to the Marjory Stoneman Douglas High School Public Safety Act. Must obtain and maintain the Guardian appointment throughout employment in this position.
9. Must have a valid Florida driver license.
10. Must submit to and pass an initial drug test and subsequent random screenings.
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12. Must pass a psychological evaluation.
13. Must successfully complete 144 hours of comprehensive firearms safety proficiency training during a Criminal Justice Standards and Training Commission certified course conducted by the Manatee County Sheriff's Office as outlined below:
    - 80 hours firearms training
    - 16 hours of instruction in precision pistol
    - 8 hours of discretionary shooting instruction using approved simulator exercises
    - 8 hours of instruction in defensive tactics
    - 8 hours of instruction in active shooter or assailant scenarios
    - 12 hours of instruction in legal issues
    - 12 hours of a certified nationally recognized diversity training program

KNOWLEDGE, SKILLS AND ABILITIES:
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REPORTS TO:
Director, Safety and Security

SUPERVISES:
School Security Guardians

PERFORMANCE RESPONSIBILITIES:

1. Uses whatever force is necessary to prevent or abate an active assailant incident.
2. Immediately responds to and engages to stop the threat of an active assailant.
3. Conducts perimeter and inner school checks to ensure premises are secure.
4. Provides leadership, supervision, and continuing training to ensure the efficiency of operations.
5. Trains, directs, and evaluates officers and employees directly subordinate to them.
6. Evaluates the assigned subordinates, carries out progressive discipline of guardians as needed, and maintains a close working relationship with all local law enforcement agencies.
7. Ensures that subordinates adhere to all policies, standard operating procedures, orders, and directives of the Safety and Security Department.
8. Analyzes information and situations regarding activities that may be in violation of school policies and or an indication of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public.
9. Collaborates with other school and district personnel, assigned police officer, representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and or taking action for the safety and security of school site.
10. Communicates school policies and procedures to personnel, parents, and visitors for the purpose of ensuring their understanding of the potential consequences of violation.
11. Investigates unusual incidents, e.g. unauthorized visitors, violent threats against students, etc., for the purpose of assisting responding law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference.
12. Responds to calls for service, which may include trespassers, or disturbances/disorders on or in school district facilities.
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16. Patrols assigned schools sites to observe and provide assistance to School Security Guardians.
17. Performs the duties of School Security Guardian when he or she is on leave.
18. Monitors students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students.
19. Prepares a variety of documents, e.g. security logs, memos, letters, procedures, etc., for the purpose of documenting activities, providing written reference, and or conveying information.
20. Reads and responds to email communication.
21. Recommends policies, procedures and or actions to school administration for the purpose of providing information and or direction that ensure efficient provision of campus security.
22. Refers observation and incidents, e.g. injuries, altercations, suspicious activities, inappropriate social behavior, violations of rules, etc., for the purpose of communicating information to appropriate instructional and or administrative personnel, and or law enforcement for follow-up action.
23. Utilizes and monitors surveillance technology.
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TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

The Lead Guardian is a 12-month position.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
06/12/2018

Revised:
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D06
SHORT TITLE: SUP283
STATE TITLE: 79023

AGENDA ITEM NO. 16.1

School Board of Manatee County
April 23, 2024 - Regular Board Meeting and Public Hearing
Action Item

Title
Board Approval of the CRI Medical Claim Payment Process Audit Report

Executive Summary
School Board Approval of the CRI Medical Claim Payment Process Audit Report.

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:
Medical_Claim_Payment_Process_Draft_Report_HICS

School Board of Manatee County

Internal Audit of the Medical Claim Payment Process

February 20, 2024

DRAFT

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Objective, Scope, and Methodology	6
Testing and Results	7

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
1001 3rd Avenue West
Suite 500
Bradenton, FL 34205

941.747.0500
941.746.0202 (fax)
CRIcpa.com

February 20, 2024

Audit Committee and School Board of
Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205

Pursuant to the approved 2023/2024 internal audit plan, we hereby submit the Internal Audit of the Medical Claim Payment Process. We will be presenting this report to the Audit Committee at the next scheduled meeting on March 6, 2024.

Our report is organized in the following sections:

Executive Summary	This provides a summary of the observations and testing results related to our internal audit of the Medical Claim Payment Process.
Background	This provides an overview of the components of the Medical Claim Payment Process.
Objectives, Scope, and Methodology	The internal audit objectives and focus are expanded upon in this section as well as the period of our methodology and areas evaluated.
Testing & Results	This section documents the testing performed and results of our internal audit procedures.

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We would like to thank all those involved in assisting the Internal Auditors in connection with this audit.

Respectfully Submitted,

Carr, Riggs & Ingram, LLC
Internal Auditors



An internal audit of the Medical Claim Payment Process was included on the 2023/2024 approved Audit Plan. The District's medical plan is self-insured and administered by Meritain Health (Meritain). Meritain is a subsidiary of Aetna and is one of the nation's largest administrators of health benefits. Meritain processes the service provider claims and then bills the District for payment. Once Meritain receives the funds, then they make payments to the service providers. The internal audit did not include testing of the validity of claims and associated benefits, but rather an analysis and comparison of District Records and Meritain records. Meritain started providing administrative services for the self-insured plan on January 1, 2022.

The period from January 1, 2022 through December 31, 2022 (calendar year 2022), was reviewed during this internal audit. Per the Meritain contract, the District has a right to audit for up to one (1) year following the period end, therefore the audit for the 2022 calendar year must be complete by December 31, 2023. In order to evaluate the payments made by the District through Meritain to service providers, the District requested an internal audit of medical claim payments. We interviewed personnel, conducted walkthroughs, obtained documentation, analyzed data, and performed testing. We developed an internal audit program that addressed the following related functions:

- Medical Claim Payments
- Check Registers
- Explanation of Benefits
- Duplicate Claims
- ACH Payments

There were 90,729 claims for $37,533,169 processed for the 2022 calendar year based on the monthly check registers. Upon discussion with the Deputy Superintendent of Business Services, a sample size of fifty (50) was used and selections were made based on an analysis performed of the claim dollar amount and number of claims for different claim dollar ranges. For each paid claim, the data on the check register was successfully traced to the corresponding Explanation of Benefits (EOB) therefore confirming that the amount paid to the medical service provider, through Meritain, was properly supported. We selected two (2) months during the 2022 calendar year and traced all ACH payments submitted to Meritain matched the check register amounts for those months without exception. However, when performing the analysis of Duplicate Claim Payments we noted an exception. The specific test steps, can be found at Appendix A. The following is a summary of the area that should be addressed:

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MCP-1 Duplicate Claim Payments – Moderate (Page 7)

Using the check registers for claims during the 2022 Calendar Year, a match was performed for the following fields of each claim to identify possible duplicate payments:

- Incurred Date
- Employee ID
- Payee ID
- Amount

The match analysis performed resulted in 547 total matches. After discussion with the Deputy Superintendent of Business Services, it was determined that testing would be performed on 10 matches (20 claims total). Four (4) out of the ten (10) selections were deemed to be duplicate payments per responses from Meritain, for a total of $8,834.30. Due to the number of discrepancies from the original duplicate claim payments testing, and per discussion with the Deputy

Superintendent of Business Services, additional testing was performed for possible duplicate payments for an additional 20 matches (47 claims- some matches resulted in multiple claims). Four (4) out of the twenty (20) selections were deemed duplicate billings per responses from Meritain, for an additional of $1,201.07. In all, eight (8) out of the thirty (30) duplicate claim payment matches resulted in duplicate claim payments totaling $10,035.37, which calculates to 0.0267% of the total claims paid during the 2022 Calendar Year.

Critical	Such an issue would be expected to receive immediate attention from Management, but must not exceed 30 days to remedy from the final Audit Report date.
High	Such an issue would be expected to receive urgent corrective action by Management, and must be completed within 60 days of final Audit Report date.
Moderate	Such an issue would be expected to receive corrective action from Management, and must be completed within 90 days of final Audit Report date.
Low	Such an issue does not warrant immediate attention but requires corrective action by Management, and must be completed within 120 days of final Audit Report date.

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APPENDIX A

BACKGROUND

Premium payment deductions are taken out of employee paychecks for the employee portion of the health premiums. The District share of the health premium is also calculated each pay period. The total premiums (employee and District) are then transferred to a trust account. Meritain sends a secure email every Tuesday with the claim payments to several District staff, including the Benefits, Accounts Payable and Finance Departments. The Finance Department logs in to a portal and downloads the check register from Meritain that contains the details of the medical claims within the past week that are ready for funding.

The Employee Benefits Administrator receives a detailed check register that contains additional information, such as employee name, patient name, and reviews for any high-cost claimants. There is an average of 1,800 claims per check register. The Employee Benefits Administrator then communicates at the District's Healthcare Insurance Committee (HIC) meetings any high cost claims to identify current and possible further significant costs to the self-insurance plan. The Employee Benefits Administrator has 3 to 4 days prior to Meritain processing the ACH debit to review the check register and inquire about any claims.

The Employee Benefits Administrator approves the invoice for payment by the Accounts Payable Department for ACH. Meritain processes the ACH debit and this amount is charged to the District's concentration account. The Finance Department verifies that the ACH debit amount equals the Meritain check register amount, and also keeps an Excel spreadsheet log of the payments schedule, so the Finance Department can forecast for cash management when the ACH payment will be charged to the concentration account.

Aetna uses an auto adjudication system that follows the Plan Document (source of truth) using benefit codes tied to diagnosis and procedure coding under the Aetna network pricing system. Per Management, due to the lag in processing and the fact that there are typically multiple providers/charges with various process dates included in a claim, reconciling specific invoices or checks against a member's claim is not practical. Aetna's network pricing system checks to see if a provider is in-network, then Meritain's system automatically sends those claims to be repriced by the Aetna repricing team. This ensures Meritain is applying the appropriate contractual terms for allowable charges.

If the provider is not in-network, the claim follows a different path for allowable pricing. Meritain's cost management process for Out of Network claims is tiered, so that first the system looks for a network discount. If this is not available, Meritain attempts to negotiate a discount with the provider to accept and not balance bill the member. Precision Benefits Services (PBS) is a company within Aetna that negotiates the payments of claims to Out of Network Providers.

During the 2022 Calendar Year, there were 90,729 claims paid for a total of $37,553,169, broken down by month as follows:

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2022 Medical Claims		
Month	Claims	Total
Jan-22	2,938	$363,819.78
Feb-22	4,775	$879,257.28
Mar-22	5,616	$1,220,111.33
Apr-22	6,340	$1,980,840.08
May-22	13,517	$5,963,445.53
Jun-22	7,818	$2,981,553.66
Jul-22	8,382	$3,429,598.58
Aug-22	10,438	$5,481,953.45
Sep-22	7,309	$3,035,414.89
Oct-22	8,173	$5,031,471.88
Nov-22	7,497	$2,898,615.10
Dec-22	7,926	$4,287,087.89
Grand Total	**90,729**	**$37,553,169.45**

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OBJECTIVE

The primary objective of this internal audit was to assess medical claim payments made from the District's self-insured medical plan to medical providers for claims processed by Meritain.

SCOPE

Our internal audit scope for the Medical Claim Payments was for the 2022 Calendar Year, January 1, 2022 through December 31, 2022.

METHODOLOGY

We interviewed personnel, conducted walkthroughs, obtained documentation, analyzed data, and performed testing. We developed an internal audit program that addressed the following related functions:

- Medical Claim Payments
- Check Registers
- Explanation of Benefits
- Duplicate Claims
- ACH Payments

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TESTING & RESULTS

Medical Claim Payments

There were 90,729 claims for $37,533,169 processed for the 2022 calendar year. Upon discussion with the Deputy Superintendent of Business Services, a sample size of fifty (50) was requested and used. The selections were made based on the analysis performed below:

Claim Amount Category	Number of Claims	% of Number of Claims	Dollar Amount of Claims	% of Dollar Amount of Claims	Number of Selections for Testing
Over $20,000	254	0.28%	$ 12,360,612.21	32.91%	18
$5,000 to $20,000	811	0.89%	$ 8,106,329.17	21.59%	10
$500 to $5,000	6,149	6.78%	$ 8,179,304.18	21.78%	10
Under $500	83,515	92.05%	$ 8,906,923.89	23.72%	12
	90,729		**$ 37,553,169.45**		**50**

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For each selection, we obtained the Explanation of Benefits (EOB) and performed the following testing:

1) Payee Name on Check Register matches EOB
2) Claim Number on Check Register matches EOB
3) Employee Name on Check Register matched EOB
4) Patient Name on Check Register matches EOB
5) Amount Paid on Check Register matches EOB

We reviewed an additional five (5) claims from Precession Benefits Services (PBS) as these are billed in aggregate and in a single line item for multiple Out of Network Claims. We obtained the EOB for the five (5) selections and discussed with the Deputy Superintendent of Business Services. Reports were provided to the Deputy Superintendent of Business Services to show the cost savings made through negotiations of claims, she determined based on the information received from Meritain that no additional testing was necessary.

Conclusion: For all fifty (50) claims tested, information on the check register, including dollar amount to be paid to the service provider, agreed to the supporting Explanation of Benefits. No exceptions noted.

Duplicate Claims

Duplicate Claim Numbers

Using the check registers for claims paid during the 2022 Calendar Year, a duplicate claim number match was performed for all 90,729 claims.

Conclusion: There were no duplicate claim numbers identified, therefore all claims on the check register had unique claim numbers. No exceptions noted

Duplicate Claim Payments – Round 1

Using the check registers for claims during the 2022 Calendar Year, a match was performed for the following fields of each claim to identify possible duplicate payments:

- Incurred Date
- Employee ID
- Payee ID
- Amount

The match performed resulted in 547 total matches. After discussion with the Deputy Superintendent of Business Services, it was determined that testing would be performed on 10 matches (20 claims total). The following procedures were performed:

1) For each claim we obtained the Explanation of Benefits and performed the following testing:

   1) Payee Name on Check Register matches EOB
   2) Claim Number on Check Register matches EOB
   3) Employee Name on Check Register matched EOB
   4) Patient Name on Check Register matches EOB
   5) Amount Paid on Check Register matches EOB

2) For each match, reviewed the EOB of each claim in the pair for possible duplications; such as Procedure/Revenue Code, Payee Name, Total Charges, Discount, notes, etc., and provided the noted duplications to Employee Benefits Administrator for inquiry with Meritain and received the responses from Meritain.

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Conclusion: Four (4) out of the ten (10) selections were deemed to be duplicate payments per responses from Meritain, for a total of $8,834.30, with the largest duplicate payment at $7,960.00.

Duplicate Claim Payments – Round 2

Due to the number of discrepancies from the original duplicate claim payments testing, and per discussion with the Deputy Superintendent of Business Services, additional testing was performed for possible duplicate payments. An additional 20 matches (47 claims- some matches resulted in multiple claims). Selections were made based on certain attributes that were identified during the first round of testing. For example, different payee name but same payee number resulted in 3 of the 4 identified duplicate payments. Additionally, legitimate matches occurred in cases as it is common for certain medical procedures to require the billing of two (2) anesthesiologist or two (2) doctors.

The following procedures were performed during the second round of testing:

1) For each claim we obtained the Explanation of Benefits and performed the following testing:

    1) Payee Name on Check Register matches EOB
    2) Claim Number on Check Register matches EOB
    3) Employee Name on Check Register matched EOB
    4) Patient Name on Check Register matches EOB
    5) Amount Paid on Check Register matches EOB

2) For each match, reviewed the EOB of each claim in the pair for possible duplications; such as Procedure/Revenue Code, Payee Name, Total Charges, Discount, and notes, and provided the noted duplications to Employee Benefits Administrator for inquiry with Meritain and received responses from Meritain.

Conclusion: Four (4) out of the twenty (20) selections were deemed duplicate billings per responses from Meritain, for a total of $1,201.07.

Based on the testing of duplicate claim payments, the following recommendation is made:

MCP-1 Duplicate Claim Payments - Moderate

Condition: Eight (8) out of the thirty (30) potential duplicate claim payment matches resulted in actual duplicate payments totaling $10,035.37, which calculates to 0.0267% of the total claims paid during the 2022 Calendar Year.

Impact: The District paid twice for services performed by medical service providers. Per Meritain, a refund will be requested from the service provider. If the refund is not received, after one year the amount is written off as unable to recover. It is possible the District will not receive refunds of the duplicate payments.

Criteria: Payments should be made only once for services provided.

Cause: There is not a review process performed by the District, to identify duplicate payments. Responses provided from Meritain included that some of the duplicate claim payments were a result of being reprocessed or adjusted.

Recommendation: Management should perform the following:

1) Inquire and confirm with Meritain that any identified duplicate payment claims have been refunded by the service providers.

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2) Perform a review of possible duplicate claim payments for the 2023 Calendar Year.

3) Determine the responsibility of the vendor to perform ongoing analysis or review of possible duplicate claim payments.

Management Response:

1) Robin Sallee at Meritain Health confirmed the claims have been closed due to no response, and/or the refund was received. As of February 27, 2023, the district received refunds totaling $6,981.77.

Per Denise McWilliams and Meritain Health's contract: Meritain Health will pursue overpayment and duplicate claims for one year. If the provider does not submit the refund the case is closed. This is industry standard and Meritain cannot take financial liability beyond the recovery efforts.

Meritain's internal auto adjudication system reviews multiple elements to identify duplicate claims, and if any of those elections are different [provider name, procedure code, billed amount, etc.], Meritain's system will identify it as a different claim; therefore, Meritain cannot guarantee every potential duplicate will be identified.

2) Brian Arnold / Denise McWilliams at Meritain Health provided a duplicate report showing the claims that were denied as a duplicate. From 1/1/2023 to 2/22/2024. They will provide a duplicate claims report annually, which is how Meritain's process is structured.

Brian Arnold / Denise McWilliams at Meritain Health have provided a refund report showing claims that have been adjusted and that Meritain has requested a refund for period 1/1/2023 to 2/21/2024.

3) Per Denise McWilliams at Meritain Health:

- **i. Meritain has multiple system edits in place to identify claims that are incorrectly coded, unbundled, and/or billed as a duplicate.**
- **ii. Duplicate billing is common based on providers' practice of rebilling at specific intervals if payment is not posted.**
  - **In most cases the duplicate is an identical match to initial billing, and easily caught and denied as duplicate.**
  - **Meritain's system keys on multiple elements to identify a duplicate, and if any of those elements are different [provider name, procedure codes, billed amount, etc.] the system will think it's a different claim; therefore, we cannot guarantee every potential duplicate will be identified.**
  - **In many cases the provider will advise if they've been overpaid, and we submit to the Adjustments Team to request a refund.**

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- Any duplicates brought to our attention are submitted to the Adjustments Team, as the action needed could be a full or partial refund request, or an additional payment based on a refiling.
- We follow-up 4 times to collect overpayments, then if not received they are referred to an outside agency for collection.

- Per Denise McWilliams at Meritain:
- Meritain will pursue overpayment refunds as noted in our contract [item #11 below]. Meritain will pursue for one year, and if the provider does not submit the refund, the case is closed. This is industry standard and Meritain cannot take financial liability beyond the recovery efforts.
- #11 Overpayments
  - a. Meritain shall reprocess any identified errors in Plan benefit payments (other than errors Meritain reasonably determines to be de minimis), and, subject to Applicable Law, seek to recover any resulting overpayment by attempting to contact the party receiving the overpayment twice via letter, phone, or email. Client may direct Meritain not to seek recovery of overpayments from Participants, and if so then Meritain shall have no further responsibility with respect to those overpayments. Meritain is not responsible for pursuing overpayment recovery through litigation.
  - b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client less the Fees for non-subrogation recovery services as set forth under the Fee Schedule and Disclosures Exhibit. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits.

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Responsible Party: See Above.

Estimated Completion Date: See Above.

ACH Payments

We selected two (2) months, March and October, from the 2022 Calendar Year and traced transactions from the monthly check register (claims to be paid) to the bank transaction report. We confirmed that the amounts on the check registers were the amounts charged by Meritain via ACH.

Conclusion: All amounts on the check registers traced to the bank transaction reports without exception.